

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
TALIA LUX (SBN 336074)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

BARBER RANEN, LLP
KATHERINE C. DEN BLEYKER, SB# 257187
E-Mail: Katherine.DenBleyker@BarberRanen.com
SAMUEL KNECHT, SB# 314693
E-Mail: Samuel.Knecht@BarberRanen.com
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Telephone: 213.423.6006

Attorneys for Defendant

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

FRANCISCO MEDRANO, individually, and
on behalf of aggrieved employees pursuant to
the Private Attorneys General Act ("PAGA");

Plaintiff,

vs.

G & J HEAVY HAUL, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: VCU292423
[Consolidated with Case No.: VCU292424]

CLASS ACTION

Assigned for All Purposes To:
Hon. John P. Bianco
Dept.: 2

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

Complaint Filed: July 8, 2022
Trial Date: None Set

1 This Joint Stipulation and Settlement Agreement (“Settlement Agreement,” “Agreement,”
2 or “Settlement”) is made and entered between Plaintiff Francisco Medrano (“Plaintiff”), on behalf
3 of himself and all others similarly situated, and Defendant G & J Heavy Haul, Inc., a California
4 corporation (“Defendant”) (collectively, the “Parties”).

5 This Agreement shall be binding on Plaintiff, Class Members (as defined herein), State of
6 California as to the employment of Eligible Aggrieved Employees (as set forth herein), and
7 Defendant, subject to the terms and conditions hereof and the approval of the Court.

8 DEFINITIONS

9 The following definitions are applicable to this Settlement Agreement.

10 Definitions contained elsewhere in this Settlement Agreement will also be effective:

11 1. “Action” means *Medrano v. G & J Heavy Haul, Inc.*, Tulare County Superior Court
12 Case Number VCU292423, the representative PAGA (Private Attorneys General Act of 2004) action
13 that was designated as the lead case and consolidated with *Medrano v. G&J Heavy Haul, Inc.*, Tulare
14 County Superior Court Case Number VCU292424, the wage-and-hour class action.

15 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the Court
16 for Class Counsel’s litigation and resolution of this Action.

17 3. “Class Counsel” means Justice Law Corporation.

18 4. “Class List” means a complete list of all Class Members Defendant will diligently
19 and in good faith compile from their records and provide to the Settlement Administrator within
20 thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List will be
21 formatted in Microsoft Office Excel and will include each Class Member’s: (a) full name; (b) last-
22 known mailing address; (c) Social Security Number; and (d) dates of employment and workweeks
23 worked as an hourly-paid or non-exempt employee in California during the Class Period.

24 5. “Class Member(s)” or “Class” means all current and former hourly-paid or non-
25 exempt employees employed by Defendant within the State of California at any time between July
26 8, 2018, through June 3, 2023, or the date of preliminary approval, whichever date is earlier. “Class
27 Members” shall not include any person who submits a timely and valid Request for Exclusion. There
28 are approximately five hundred seventy-eight (578) persons answering to this definition.

1 6. “Class Period” means the period from July 8, 2018, through June 3, 2023, or the date
2 of preliminary approval, whichever date is earlier.

3 7. “Class Representative Enhancement Payment” means the amount approved by the
4 Court to be paid to Plaintiff in recognition of his contributions to the Action on behalf of Class
5 Members and Eligible Aggrieved Employees, to be paid from the Maximum Settlement Amount.
6 Any portion of this amount not approved by the Court will revert to participating Class Members.

7 8. “Court” means the Superior Court of California, County of Tulare.

8 9. “Defendant” means G & J Heavy Haul, Inc.

9 10. “Effective Date” means the later of: (a) if no objection to the Settlement is made, the
10 date of entry of the order granting final approval; (b) if an objection is made but no appeal is filed,
11 the date the appeal period expires; and (c) if an appeal is filed, the date the final judgment becomes
12 final and is no longer subject to appeal.

13 11. “Eligible Aggrieved Employees” means all current and former hourly-paid or non-
14 exempt employees employed by Defendant within the State of California at any time between May
15 2, 2021, through June 3, 2023, or the date of preliminary approval, whichever date is earlier.

16 12. “Individual PAGA Payment” means each Eligible Aggrieved Employee’s share of
17 twenty-five percent (25%) of the PAGA Payment. Eligible Aggrieved Employees will automatically
18 receive their Individual PAGA Payments even if they opt out of the Settlement.

19 13. “Individual Settlement Payment” means each Class Member’s share of the Net
20 Settlement Amount. Class Members will automatically receive their Individual Settlement Payments
21 unless they opt out of the Settlement. Class Members are not required to submit claim forms to
22 receive their share of the Individual Settlement Payments.

23 14. “Maximum Settlement Amount” means the amount of \$1,050,000, which is the
24 maximum amount to be paid by Defendant pursuant to this Settlement Agreement. The Maximum
25 Settlement Amount includes all Individual Settlement Payments to Class Members, Class
26 Representative Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class Counsel,
27 Settlement Administration Costs to the Settlement Administrator, and PAGA Payment to the Eligible
28 Aggrieved Employees and LWDA as specified in this Agreement.

1 14(a). Defendant shall pay the employer's share of applicable payroll taxes due on
2 the portion of Individual Settlement Payments allocated as wages separate from and
3 in addition to the Maximum Settlement Amount. Defendant will have no obligation
4 to pay any amount in connection with this Settlement Agreement apart from the
5 Maximum Settlement Amount and employer's share of applicable payroll taxes due
6 on the portion of Individual Settlement Payments allocated as wages.

7 14(b). No portion of the Maximum Settlement Amount will revert to Defendant.

8 15. "Net Settlement Amount" means the Maximum Settlement Amount less the Class
9 Representative Enhancement Payment, Attorneys' Fees and Costs, Settlement Administration Costs,
10 and PAGA Payment as specified in this Agreement.

11 16. "Notice of Class Action Settlement" means the notice of settlement, attached hereto
12 as **Exhibit A**, to be mailed to all Class Members upon Preliminary Approval.

13 17. "Notice Packet" means the Notice of Class Action Settlement and Request For
14 Exclusion that will be mailed to all members of the Class upon Preliminary Approval.

15 18. "Objection" means any written objection to this Settlement sent by a Class Member
16 to the Settlement Administrator as specified herein and in the Notice of Class Action Settlement.
17 Class Members and Eligible Aggrieved Employees can object to the class action portion of the
18 Settlement but cannot object to the PAGA portion of the Settlement. Objections must be postmarked
19 on or before the Response Deadline. The Objection must state the: (a) case name and number; (b)
20 name of the Class Member; (c) address and telephone number of the Class Member; (d) last four
21 digits of the Class Member's Social Security Number; and (e) basis for the Objection. Class
22 Members and Eligible Aggrieved Employees cannot object to the PAGA portion of the Settlement.

23 19. "Operative Complaints" means the Complaint for Civil Penalties for Violation of
24 Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004) (in *Francisco Medrano v. G &*
25 *J Heavy Haul, Inc.*, Tulare County Superior Court Case No. VCU292423) and the Class Action
26 Complaint for Damages (in *Francisco Medrano v. G & J Heavy Haul, Inc.*, Tulare County Superior
27 Court Case No. VCU292424), both filed by Plaintiff on July 8, 2022.

28 20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

1 21. “PAGA Payment” means the payment made hereunder to the California Labor and
2 Workforce Development Agency (“LWDA”) and the Eligible Aggrieved Employees for settlement
3 of claims for civil penalties under PAGA. Eligible Aggrieved Employees will still receive their share
4 of the PAGA Payment even if they submit valid and timely Requests for Exclusion.

5 22. “PAGA Period” means the period from May 2, 2021, through June 3, 2023, or the
6 date of preliminary approval, whichever date is earlier.

7 23. “Parties” means Plaintiff and Defendant collectively.

8 24. “Plaintiff” means Francisco Medrano.

9 25. “Preliminary Approval” means the Court order granting preliminary approval of the
10 Settlement Agreement.

11 26. “Class Released Claims” means all claims alleged in the Operative Complaints and
12 those that could have been alleged based solely upon the factual allegations and legal assertions
13 made in the Operative Complaints. This includes all of the following claims for relief: (a) failure to
14 properly calculate and pay all regular wages, minimum wages, and overtime wages due (Labor Code
15 sections 510, 1194, 1194.2, 1197, and 1198); (b) failure to provide proper meal and rest breaks and
16 to properly provide premium pay in lieu thereof (Labor Code sections 226.7 and 512); (c) failure to
17 provide complete, accurate, or properly formatted wage statements and payroll records (Labor Code
18 sections 226, 1174, and 1776); (d) failure to reimburse necessary business expenditures (Labor Code
19 sections 2800 and 2802); (e) failure to pay waiting time penalties (Labor Code sections 201, 202,
20 and 203); (f) engaging in unfair business practices that could have been premised on the claims,
21 causes of action, or legal theories of relief described above or any of the claims, causes of action, or
22 legal theories of relief pleaded in the Operative Complaints (Business & Professions Code section
23 17200, *et seq.*); and (g) all damages, penalties, interest, attorneys’ fees and costs, and other amounts
24 recoverable under said claims, causes of action or legal theories of relief. The period of the Class
25 Released Claims shall extend to the limits of the Class Period.

26 26(a). All Class Members who do not submit a valid and timely Request for
27 Exclusion will release the Class Released Claims. Defendant shall be entitled to a
28 release of Class Released Claims occurring during the Class Period only and during

1 such time Class Members were classified as hourly-paid or non-exempt employees.
2 Class Released Claims exclude claims for vested benefits, wrongful termination,
3 unemployment insurance, disability, social security, and workers' compensation.

4 27. "PAGA Released Claims" shall mean all claims for statutory penalties alleged in the
5 Operative Complaints and Plaintiff's notice letter sent to the LWDA on May 2, 2022, and those that
6 could have been alleged based solely upon the facts alleged in the Operative Complaints and
7 Plaintiff's notice letter sent to the LWDA. This includes claims for civil penalties for violations of
8 Labor Code 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551,
9 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare
10 Commission Wage Orders. The PAGA Released Claims shall only bind Plaintiff and the State of
11 California. Plaintiff does not release Eligible Aggrieved Employees' claim for wages or damages.
12 The period of the PAGA Released Claims shall extend to the limits of the PAGA Period.

13 28. "Released Parties" means Defendant together with its parents, shareholders,
14 members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents
15 (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present
16 or future officers, directors and employees), employees, and stockholders.

17 29. "Request for Exclusion" means a timely written request by a Class Member to be
18 excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address,
19 telephone number and last four digits of the Social Security Number of the Class Member requesting
20 exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d)
21 clearly state the Class Member does not wish to be included in the Settlement; and (e) be postmarked
22 on or before the Response Deadline. Class Members and Eligible Aggrieved Employees cannot use
23 the Request for Exclusion form to exclude themselves from the PAGA Released Claims. The Request
24 for Exclusion is attached hereto as **Exhibit B**, to be mailed to all Class Members upon Preliminary
25 Approval.

26 30. "Response Deadline" means the deadline by which Class Members must postmark
27 to the Settlement Administrator Requests for Exclusion Forms to the Settlement. The Response
28 Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet. If the sixtieth

(60th) day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

31. “Settlement Administrator” means Phoenix Class Action Administration Solutions that will work with the Parties to administer this Settlement. The Parties each represent they do not have a financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

32. “Settlement Administration Costs” includes all costs payable to the Settlement Administrator for administering this Settlement. This includes but is not limited to: (a) translating, printing, distributing, and tracking notice and other documents for this Settlement; (b) tax reporting; (c) setting up the interest-bearing Qualified Settlement Fund (“QSF”); (d) calculating and distributing all payments to be made pursuant to this Settlement; and (e) providing necessary reports and declarations as requested by the Parties.

33. “Workweek(s)” means the number of calendar weeks the Class Member and Eligible Aggrieved Employee worked as a non-exempt or hourly-paid employee in California during the Class Period and PAGA Period respectively.

34. “Workweek Value for Class Members” means the value of each compensable Workweek by Class Members, determined by formula set forth in below.

35. “Workweek Value for Eligible Aggrieved Employees” means the value of each compensable Workweek by Eligible Aggrieved Employees, determined by formula set forth below.

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Class, and Defendant agree as follows:

36. Funding of the Maximum Settlement Amount. Within fourteen (14) calendar days following the Effective Date, Defendant will make a single payment of \$1,050,000 into the QSF, which the Settlement Administrator will manage and establish. The Maximum Settlement Amount will be used to pay the: (a) Individual Settlement Payments to Class Members; (b) Attorneys’ Fees and Costs to Class Counsel; (c) Class Representative Enhancement Payment to Plaintiff; (d) Settlement Administration Costs to the Settlement Administrator; and (e) PAGA Payment to the Eligible Aggrieved Employees and LWDA.

1 37. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees and
2 Costs of no more than \$367,500 in attorney's fees (35% of the Maximum Settlement Amount), and
3 no more than \$25,000 in attorneys' costs, and Defendant agrees not to oppose such application. All
4 Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. Plaintiff and Class
5 Counsel will not have the right to revoke this Settlement if the Court fails to approve the sum of
6 Attorneys' Fees and Costs sought by Class Counsel. Any portion of the Attorneys' Fees and Costs
7 not awarded to Class Counsel will be added to the Net Settlement Amount.

8 38. Class Representative Enhancement Payment. Plaintiff will apply to the Court for
9 Class Representative Enhancement Payment of no more than \$10,000 to Plaintiff for his efforts and
10 work in prosecuting the Action on behalf of Class Members and Eligible Aggrieved Employees, and
11 Defendant agrees not to oppose such application. The Class Representative Enhancement Payment,
12 which will be paid from the Maximum Settlement Amount, will be in addition to Plaintiff's right to
13 an Individual Settlement Payment pursuant to this Settlement. Plaintiff will be solely and legally
14 responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment
15 and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising
16 as a result of the payments. Plaintiff will not have the right to revoke this Settlement if the Court
17 fails to approve the amount sought as Class Representative Enhancement Payment. Any portion of
18 the Class Representative Enhancement Payment not awarded to Plaintiff will be added to the Net
19 Settlement Amount.

20 39. Settlement Administration Costs. The Settlement Administrator will be paid for the
21 reasonable costs of administration of the Settlement and distribution of payments. These costs, which
22 will be paid from the Maximum Settlement Amount, will include, *inter alia*: (a) translating, printing,
23 distributing, and tracking notice and other documents for this Settlement; (b) tax reporting; (c)
24 setting up the interest-bearing QSF; (d) calculating and distributing all payments to be made pursuant
25 to this Settlement; and (e) providing necessary reports and declarations as requested by the Parties.
26 The Settlement Administration Costs will not exceed \$20,000. All of the Settlement Administration
27 Costs, including the cost of paying uncashed or returned checks to the State Controller's Unclaimed
28 Property Fund, shall be paid from the Maximum Settlement Amount upon completion of all duties

1 required to be performed by the Settlement Administrator under the terms of this Settlement or
2 required by the Court. Any portion of the Settlement Administration Costs not awarded to the
3 Settlement Administrator will be added to the Net Settlement Amount. Defendant shall not be
4 required to pay additional funds toward Settlement Administration Costs.

5 40. PAGA Payment. \$100,000 shall be allocated from the Maximum Settlement Amount
6 for settlement of claims for civil penalties under PAGA. The Settlement Administrator shall pay
7 seventy-five percent (75%) of the PAGA Payment (\$75,000) to the LWDA and twenty-five percent
8 (25%) of the PAGA Payment (\$25,000) to Eligible Aggrieved Employees, on a pro rata basis, as
9 described in this Agreement. Each Eligible Aggrieved Employee's portion of the PAGA Payment
10 will be part of his or her Individual PAGA Payment. Eligible Aggrieved Employees will receive their
11 portion of the PAGA Payment even if they submit Requests for Exclusion.

12 41. Individual Settlement Payment Calculations. Individual Settlement Payments to
13 Class Members will be calculated and apportioned from the Net Settlement Amount based on the
14 number of Workweeks a Class Member worked during the Class Period as an hourly-paid or non-
15 exempt employee in California. Such calculations will be made as follows:

16 41(a). The Settlement Administrator will first calculate the total number of
17 Workweeks worked by each Class Member by calculating the number of days each
18 Class Member was employed as an hourly-paid or non-exempt employee in
19 California during the Class Period and dividing that number by seven (7). The
20 Settlement Administrator will also calculate the aggregate total Workweeks worked
21 by all Class Members as hourly-paid or non-exempt employees in California during
22 the Class Period.

23 41(b). To determine the estimated Individual Settlement Payments, the Settlement
24 Administrator will use the following formula: (1) the Net Settlement Amount will be
25 divided by the aggregate total number of Workweeks worked by all Class Members
26 during the Class Period, resulting in the Workweek Value for Class Members. (2)
27 Each Class Member's Individual Settlement Payment will then be calculated by
28

1 multiplying each individual Class Member's total number of Workweeks worked by
2 the Workweek Value for Class Members.

3 41(c). The entire Net Settlement Amount will be disbursed as Individual Settlement
4 Payments to Class Members. If there are any valid and timely Requests for Exclusion,
5 the Settlement Administrator shall proportionately increase the Individual Settlement
6 Payment for each Class Member according to the number of Workweeks worked, so
7 that the amount distributed to the Class equals one hundred percent (100%) of the
8 Net Settlement Amount. Additionally, all interest accrued from Defendant's payment
9 into the QSF during the funding process and through distribution will be added to the
10 Net Settlement Amount, and the Individual Settlement Payments will be
11 proportionally increased on a pro rata basis.

12 42. Individual PAGA Payment Calculations. Individual PAGA Payments to Eligible
13 Aggrieved Employees will be calculated and apportioned from the twenty-five percent (25%) of the
14 PAGA Payment (\$25,000) based on the number of Workweeks an Eligible Aggrieved Employee
15 worked during the PAGA Period as an hourly-paid or non-exempt employee in California. Such
16 calculations will be made as follows:

17 42(a). The Settlement Administrator will calculate the total number of Workweeks
18 worked by each Eligible Aggrieved Employee by calculating the number of days each
19 Eligible Aggrieved Employee was employed as an hourly-paid or non-exempt
20 employee in California during the PAGA Period and dividing that number by seven
21 (7). The Settlement Administrator will also calculate the aggregate total number of
22 Workweeks worked by all Eligible Aggrieved Employees as hourly-paid or non-
23 exempt employees in California during the PAGA Period.

24 42(b). To determine the estimated Individual PAGA Payments, the Settlement
25 Administrator will use the following formula: (1) the twenty-five percent (25%) of
26 the PAGA Payment (\$25,000) will be divided by the aggregate total number of
27 Workweeks worked by all Eligible Aggrieved Employees during the PAGA Period,
28 resulting in the Workweek Value for Eligible Aggrieved Employees. (2) Each Eligible

1 Aggrieved Employee's Individual PAGA Payment will be then calculated by
2 multiplying each individual Eligible Aggrieved Employee's total number of
3 Workweeks worked by the Workweek Value for Eligible Aggrieved Employees.

4 43. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Class
5 Members under this Settlement, as well as any other payments made pursuant to this Settlement,
6 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
7 Members may be eligible. This includes but is not limited to: (a) profit-sharing plans; (b) bonus
8 plans; (c) 401(k) plans; (d) stock purchase plans; (e) vacation plans; (f) sick leave plans; (g) PTO
9 plans; and (h) any other benefit plan.

10 44. Settlement Administration Process. The Parties agree to cooperate in the
11 administration of the settlement and to make all reasonable efforts to control and minimize the costs
12 and expenses incurred in administration of the Settlement. Defendant agrees to fund the QSF by
13 making the above-described payment through the Settlement Administrator. The schedule and timing
14 of this Settlement is intended for the QSF to be fully funded at the point in time following final
15 approval, the Effective Date of the Settlement, and when distribution of the approved payments has
16 been approved and ordered by the Court.

17 45. Delivery of the Class List. Within thirty (30) calendar days of entry of the Court's
18 Order Granting Preliminary Approval, Defendant will provide the Class List to the Settlement
19 Administrator.

20 46. Confirmation of Contact Information in the Class List and Undeliverable Notices.
21 Prior to mailing the Notice Packets, the Settlement Administrator will perform a search based on the
22 National Change of Address Database for information to update and correct for any known or
23 identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-
24 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.
25 Mail to the forwarding address affixed thereto, and the Settlement Administrator will indicate the
26 date of such remailing on the Notice Packet. If no forwarding address is provided, the Settlement
27 Administrator will promptly attempt to determine the correct address using an Accurint search/skip-
28 trace and will perform a single remailing.

1 47. Notice by First-Class U.S. Mail. Within ten (10) calendar days after the Settlement
2 Administrator receives the Class List and updates the addresses within the Class List, the Settlement
3 Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail.

4 48. Notice Packets. All Class Members will be mailed a Notice Packet, comprised of the
5 Notice of Class Action Settlement and Request For Exclusion in the forms attached as **Exhibits A**
6 **and B** respectively or as provided by Court order.

7 49. Disputed Information in the Notice Packets. Class Members will have an opportunity
8 to dispute the information provided in their Notice Packets. To the extent Class Members dispute
9 their employment dates or the number of Workweeks worked, Class Members may produce evidence
10 to the Settlement Administrator showing such information is inaccurate within the Response
11 Deadline (no later than 60 calendar days from the initial mailing of the Notice Packet). The
12 Settlement Administrator will advise the Parties of such dispute, allow Defendant ten (10) business
13 days to respond with any additional information or records, and then decide the dispute. Defendant's
14 records will be presumed correct, but the Settlement Administrator will evaluate evidence submitted
15 by the Class Member and Defendant and will make the final decision.

16 50. Requests for Exclusion. Any Class Member wishing to opt-out from the Settlement
17 must sign and postmark a valid and timely written Request for Exclusion to the Settlement
18 Administrator within the Response Deadline (no later than 60 calendar days from the initial mailing
19 of the Notice Packet). The postmark date will be the exclusive means to determine if a Request for
20 Exclusion has been timely submitted. The Parties and their counsel will not solicit or encourage any
21 Class Member, directly or indirectly, to opt out of the Settlement. A Class Member who properly
22 submits a valid and timely request to be excluded from the Action will not receive an Individual
23 Settlement Payment, will not be bound by the class action releases of the Settlement, and will not
24 have standing to object to the Settlement. A Request for Exclusion must be mailed to the Settlement
25 Administrator at its address to be provided in the Notice Packet. The Settlement Administrator will
26 transmit the requests for exclusion to the Parties' counsel. Class Counsel will include all Requests
27 for Exclusion received with the motion for final approval of the Settlement.

28 ///

1 50(a). PAGA Portion of the Settlement. A Class Member who properly submits a
2 valid and timely request to be excluded from the Action will still receive his or her
3 Individual PAGA Payment if he or she is also an Eligible Aggrieved Employee. In
4 other words, a Class Member and Eligible Aggrieved Employee will still be bound to
5 the PAGA portion of this Settlement even if he or she submits a valid and timely
6 request to be excluded.

7 50(b). Defective Submissions. If a Class Member's Request for Exclusion is
8 defective as to the requirements listed herein, that Class Member will be given an
9 opportunity to cure the defect(s). Specifically, the Settlement Administrator will mail
10 the Class Member a curative letter within three (3) business days of receiving the
11 defective submission to advise the Class Member his or her submission is defective
12 and that the defect must be cured to render the Request for Exclusion valid. The Class
13 Member will have until the later of: (1) the Response Deadline; or (2) fifteen (15)
14 calendar days from the date of the curative letter, whichever date is later, to postmark
15 a revised Request for Exclusion. If the revised Request for Exclusion is not
16 postmarked within that period, it will be deemed untimely.

17 50(c). Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
18 Member who does not affirmatively opt out of the Settlement by submitting a timely
19 and valid Request for Exclusion will be bound by all its terms, including those
20 pertaining to the Class Released Claims, as well as any Judgment that may be entered
21 by the Court if it grants final approval.

22 51. Objection Procedures. The Notice Packet shall state Class Members who wish to
23 object to the Settlement may do so by submitting an Objection to the Settlement Administrator within
24 the Response Deadline (no later than 60 calendar days from the initial mailing of the Notice Packet).
25 The postmark date of the filing and service will be deemed the exclusive means for determining if
26 the Objection is timely. The Settlement Administrator will promptly provide any Objection to the
27 Parties' counsel upon receiving them. Class Counsel will include all Objections received and the
28 Parties' response(s) with Plaintiff's motion for final approval of the Settlement. Class Members have

1 the right to have their Objections heard at the Final Approval Hearing. However, Class Members are
2 not required to appear at the Final Approval Hearing to have their Objections considered. Class
3 Counsel will not represent any Class Members with respect to any such Objections to this Settlement.
4 Any Class Members who request exclusion from the Settlement will not have standing to object to
5 the Settlement. If a Class Member objects to the Settlement, the Class Member will remain a Class
6 Member. By extension, if the Court approves this Settlement, the objecting Class Member will be
7 deemed a member of the Class and be bound by the terms of the Settlement and Judgment at final
8 approval in the same way and to the same extent as a Class Member who did not object.

9 51(a). PAGA Portion of the Settlement. Class Members and Eligible Aggrieved
10 Employees cannot object to the PAGA portion of the Settlement.

11 52. Settlement Administrator Reports. The Settlement Administrator will provide the
12 Parties' counsel a weekly report of the number of Class Members who have submitted valid Requests
13 for Exclusion, Objections, and disputes regarding Workweeks worked calculations. The Settlement
14 Administrator will also provide the Parties' counsel any updated reports regarding the administration
15 of the Settlement Agreement as needed or requested.

16 53. Funding of the Qualified Settlement Fund. To facilitate the funding of the QSF for
17 distribution as detailed above, Defendant will make a single payment of the \$1,050,000 into the QSF
18 fourteen (14) calendar days after the Effective Date. The Settlement Administrator will notify
19 Defendant's counsel of the account information to which Defendant will wire the payment into the
20 QSF to fund the Maximum Settlement Amount. Upon establishing the QSF, the Settlement
21 Administrator will maintain the fund through preliminary approval, settlement administration, and
22 final approval.

23 54. Distribution and Timing of Payments: Within twenty-one (21) calendar days of the
24 Effective Date and seven (7) calendar days of Defendant fully funding the QSF with the Maximum
25 Settlement Amount, the Settlement Administrator will issue payments to: (a) all Class Members who
26 have not submitted a valid and timely Request for Exclusion, including any Class Member whose
27 notice was returned as undeliverable; (b) Eligible Aggrieved Employees; (c) Plaintiff; (d) Class
28 Counsel; and (e) LWDA. The Settlement Administrator will also issue a payment to itself for Court-

1 approved services performed in connection with the Settlement. The Settlement Administrator will
2 pay Individual Settlement Payments from the Net Settlement Amount to all Class Members who do
3 not timely request exclusion. The Settlement Administrator will also pay Individual PAGA Payments
4 from the twenty-five percent (25%) portion of the PAGA Payment to all Eligible Aggrieved
5 Employees. The Settlement Administrator will submit these payments by sending a check in the
6 appropriate amount to the Class Members at the address indicated in the Class List provided by
7 Defendant, or as later determined by the Settlement Administrator to be correct.

8 55. Uncashed Settlement Checks. Class Members will receive checks for their
9 Individual Settlement Payments and Individual PAGA Payments. Checks will remain negotiable for
10 one hundred eighty (180) calendar days. Any check not cashed within one hundred eighty (180)
11 calendar days will be void. The funds from the uncashed checks shall be distributed by the Settlement
12 Administrator to the State Controller's Unclaimed Property Fund. No later than ten (10) calendar
13 days after the requisite one (1) year waiting period after the check-cashing deadline, the Settlement
14 Administrator shall deposit the total amounts contained in the settlement checks, and all interest that
15 has accrued, to the State Controller's Unclaimed Property Fund. The Settlement Administrator shall
16 provide a declaration of deposit with the State Controller's Unclaimed Property Fund, which will be
17 served on the Parties' counsel within ten (10) calendar days of payment of the residual. Any costs
18 associated with administering the remaining funds under this paragraph (e.g., bank stop-payment
19 charges, settlement administration costs associated with any reserve amount) or payments to the
20 State Controller's Unclaimed Property Fund will be deducted before the deposit into the State
21 Controller's Unclaimed Property Fund.

22 56. Certification of Completion. Upon completion of administration of the Settlement,
23 the Settlement Administrator will provide a written declaration under oath to certify such completion
24 to the Court and the Parties' counsel.

25 57. Allocation of Individual Settlement Payments. All Individual Settlement Payments
26 will be allocated as follows: (a) twenty percent (20%) as wages; and (b) eighty percent (80%) as
27 interest and penalties. All interest accrued from Defendant's payment into the QSF during the
28 funding process and through distribution will be added to the Net Settlement Amount, and Individual

1 Settlement Payments will be proportionally increased on a pro rata basis. The Settlement
2 Administrator will be responsible for issuing to Class Members a form W-2 for amounts deemed
3 wages and an IRS Form 1099 for the portions allocated to interest and penalties.

4 58. Allocation of Individual PAGA Payments. All Individual PAGA Payments will be
5 allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible
6 for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's
7 Individual PAGA Payment exceeds \$600.

8 59. Administration of Taxes by Settlement Administrator. The Settlement Administrator
9 will be responsible for issuing to Plaintiff, Class Members, and Class Counsel tax forms as may be
10 required by law for all amounts paid and will be responsible for forwarding all taxes and penalties
11 to the appropriate government authorities as may be required by law.

12 60. Tax Liability. Defendant makes no representation as to the tax treatment or legal
13 effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any
14 statement, representation, or calculation by Defendant or Settlement Administrator. Plaintiff and
15 Class Members agree they will be responsible for the payment of any taxes and penalties assessed
16 on the payments described herein and will defend, indemnify, and hold Defendant free and harmless
17 from any claims resulting from treatment of such payments as non-taxable damages.

18 61. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
19 PURPOSES OF THIS PARAGRAPH, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
20 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
21 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
22 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
23 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
24 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
25 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
26 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
27 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
28 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE

1 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
2 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
3 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
4 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
5 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
6 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
7 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
8 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
9 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
10 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
11 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
12 CONTEMPLATED BY THIS AGREEMENT.

13 62. No Prior Assignments. The Parties and their counsel represent, covenant, and
14 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
15 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
16 action, cause of action or right herein released and discharged.

17 63. Nullification of Settlement Agreement. If: (a) the Court does not finally approve the
18 Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then
19 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
20 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
21 likewise be treated as void from the beginning.

22 64. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
23 request the Preliminary Approval of the Settlement Agreement and the entry of a Preliminary
24 Approval Order for: (a) the conditional certification of the Class for settlement purposes only; (b)
25 preliminary approval of the Settlement Agreement; and (c) setting a date for a Final Approval
26 Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
27 Members specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff will
28 submit this Settlement Agreement, which will include the Notice Packet.

1 65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
2 deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with
3 the Court's permission, a Final Approval Hearing will be conducted to determine the Final Approval
4 of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement
5 Payments; (b) Individual PAGA Payments; (c) Class Representative Enhancement Payment; (d)
6 Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Class Counsel will be
7 responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be
8 responsible for drafting the attorneys' fees and costs application to be heard at the final approval
9 hearing.

10 66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
11 Court or after the Final Approval Hearing, the Parties will present the Judgment to the Court for its
12 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes
13 of addressing: (a) interpretation and enforcement of the terms of the Settlement; (b) settlement
14 administration matters; and (c) such post-Judgment matters as may be appropriate under court rules
15 or as set forth in this Settlement Agreement.

16 67. General Release by Plaintiff. In consideration for the consideration set forth in this
17 Agreement, Plaintiff, for himself and his heirs, successors, and assigns, waives, releases, acquits,
18 and forever discharges the Released Parties from any and all claims, actions, charges, complaints,
19 grievances, and causes of action, of whatever nature, whether known or unknown, which exist or
20 may exist on Plaintiff's behalf as of the date of this Agreement. This includes, but is not limited to,
21 any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims,
22 benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
23 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
24 meruit claims, and any and all claims arising under any federal, state or other governmental statute,
25 law, regulation or ordinance, including any claims arising under the Fair Employment and Housing
26 Act (FEHA), Labor Code, Wage Orders of California's Industrial Welfare Commission, other state
27 wage and hour laws, Americans with Disabilities Act, Age Discrimination in Employment Act
28 (ADEA), Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, Fair

1 Employment and Housing Act, Family Rights Act, Family Medical Leave Act, California's
2 Whistleblower Protection Act, Business & Professions Code section 17200, *et seq.*, and any and all
3 claims arising under any federal, state or other governmental statute, law, regulation or ordinance.
4 Plaintiff also hereby expressly waives and relinquishes any and all claims, rights or benefits he may
5 have under Civil Code section 1542, which provides as follows:

6 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE**
7 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
8 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
9 **EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR**
10 **HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
11 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTIES.**

12 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
13 he now knows or believes to exist. But Plaintiff expressly agrees to fully, finally, and forever settle
14 and release any and all claims against the Released Parties, known or unknown, suspected or
15 unsuspected, which exist or may exist against Released Parties at the time of execution of this
16 Agreement. This includes, but is not limited to, any and all claims relating to or arising from
17 Plaintiff's employment with Defendant. The Parties further acknowledge, understand, and agree this
18 representation and commitment is essential to the Agreement and that this Agreement would not
19 have been entered were it not for this representation and commitment.

20 68. Release by All Class Members. It is the desire of Plaintiff, Class Members, and the
21 Released Parties to fully, finally, and forever settle, compromise, and discharge the claims asserted
22 in the Operative Complaints. In exchange for the consideration set forth in this Agreement, Plaintiff
23 and all Class Members who do not submit a valid and timely Request for Exclusion, on behalf of
24 himself or herself, his or her heirs, descendants, dependents, executors, administrators, assigns, and
25 successors, fully and finally release and discharge the Released Parties from any and all of the Class
26 Released Claims within the Class Period. This waiver and release will be final and binding on the
27 Effective Date and will have every preclusive effect permitted by law. Plaintiff and the Class
28 Members may hereafter discover facts or legal arguments in addition to or different from those they
now know or currently believe to be true with respect to the Class Released Claims. The discovery
of new facts or legal arguments shall in no way limit the scope or definition of the Class Released

1 Claims. By virtue of this Agreement, Plaintiff and the Class Members shall be deemed to have, and
2 by operation of the final judgment approved by the Court, shall have, fully, finally, and forever
3 settled and released all of the Class Released Claims. The Parties understand and agree the scope of
4 the release described in this paragraph: (a) is a material part of the consideration for this Agreement;
5 (b) was critical in justifying the agreed upon economic value of this settlement and without it
6 Defendant would not have agreed to the consideration provided; and (c) is narrowly drafted and
7 necessary to ensure Defendant is obtaining peace of mind regarding the resolution of claims that
8 were or could have been alleged based on the facts, causes of action, and legal theories contained in
9 the Operative Complaints in the Action.

10 69. Release by Plaintiff and State of California. Plaintiff, the State of California, and the
11 LWDA will release the Released Parties of the claims set forth in the PAGA Released Claims.

12 70. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
13 set forth in any attached Exhibits, which are incorporated by reference as though fully set forth
14 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

15 71. Publicity Agreement. Plaintiff and Class Counsel agree not to disclose or publicize
16 the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
17 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,
18 except potential class members and as shall be contractually required to effectuate the terms of the
19 Settlement. This paragraph means Plaintiff and Class Counsel agree not to issue press releases,
20 communicate with, or respond to any media or publication entities, publish information in manner
21 or form, whether printed or electronic, on any medium or otherwise communicate, whether by print,
22 video, recording or any other medium, with any person or entity concerning the Settlement,
23 including the fact of the Settlement, its terms or contents and the negotiations underlying the
24 Settlement, except as shall be contractually required to effectuate the terms of the Settlement.

25 71(a). This provision shall not apply to the filing of any documents with the Court or
26 the LWDA that are necessary to effectuate the Settlement, nor is it intended to
27 interfere with or restrict: (1) the Settlement Administrator from distributing the
28 Notice Packets and otherwise complying with its obligation to provide information

1 to Class Members and/or Eligible Aggrieved Employees; (2) the Settlement
2 Administrator from posting any judgment on its website; (3) Class Counsel from
3 disclosing the names of the Parties in this Action and the venue/case number of this
4 action for purposes of proving adequacy; and (4) Defendant from disclosing the
5 Settlement as required under its legal obligations.

6 72. No Unalleged Claims. Plaintiff and Class Counsel represent they are not currently
7 aware of any: (a) unalleged claims in addition to, or different from, those which are finally and
8 forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts
9 or legal theories upon which any claims or causes of action could be brought against Defendant,
10 except such facts and theories specifically alleged in the Operative Complaints in this Action.
11 Plaintiff and Class Counsel represent, other than this Action, they have no current intention of
12 asserting any other claims against Defendant in any judicial or administrative forum. Plaintiff and
13 Class Counsel represent they do not currently know of or represent any persons who have expressed
14 any interest in pursuing litigation or seeking any recovery against Defendant. The Parties
15 acknowledge, understand, and agree the representations described here are essential to the
16 Settlement and that this Settlement would not have been entered were it not for this representation.

17 73. Escalator Clause. It is estimated there is a sum of about 26,974 Workweeks between
18 July 8, 2018, and April 4, 2023. If the number of Workweeks between July 8, 2018, and April 4,
19 2023, exceeds 26,974 by more than ten percent (10%) (or 2,698 Workweeks), the Parties agree that
20 Plaintiff shall, in his sole discretion, have the right to request a pro-rata increase in the Maximum
21 Settlement Amount equal to the percentage increase in Workweeks above 29,672. For example, if
22 the number of Workweeks increases by twelve percent (12%), Plaintiff shall request a two percent
23 (2%) increase to the Maximum Settlement Amount.

24 74. Defendant's Option to Terminate. Defendant retains the right, in the exercise of its
25 sole discretion, to nullify the Settlement within fifteen (15) calendar days after expiration of the
26 Response Deadline if ten percent (10%) or more of Class Members submit valid and timely requests
27 for exclusion. If Defendant elects to terminate the Settlement, it shall be responsible for payment of
28 the cost of administration incurred with the Settlement Administrator.

1 75. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
2 of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
3 be deemed binding on the Parties. This provision has no application or impact on any arbitration
4 agreements, confidentiality agreements, employee handbooks, or policies executed by a Class
5 Member during his or her employment with Defendant, which remain in full force and effect.

6 76. Amendment or Modification. This Settlement Agreement may be amended or
7 modified only by a written instrument signed by the Parties' counsel or their successors-in-interest.

8 77. Authorization to Enter Into the Settlement Agreement. The Parties' counsel warrant
9 and represent they are expressly authorized by the Parties whom they represent to negotiate this
10 Settlement and to take all appropriate action required or permitted to be taken by such Parties
11 pursuant to this Settlement to effectuate its terms and to execute any other documents required to
12 effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other
13 and use their best efforts to implement the Settlement. If the Parties are unable to reach agreement
14 on the form or content of any document needed to implement the Settlement, or on any supplemental
15 provisions that may become necessary to effectuate the terms of this Settlement, the Parties shall
16 refer the matter to the mediator Hon. Carl J. West (Ret.) for resolution.

17 78. Binding on Successors and Assigns. This Agreement will be binding upon, and inure
18 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 79. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
20 will be governed by and interpreted according to the laws of the State of California.

21 80. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, the Settlement may be executed in one or more counterparts. All
23 executed counterparts and each of them, including facsimile and scanned copies of the signature
24 page, will be deemed to be one and the same instrument if the Parties' counsel will exchange among
25 themselves original signed counterparts.

26 81. Acknowledgement the Settlement Agreement is Fair and Reasonable. The Parties
27 believe this Settlement is a fair, adequate, and reasonable settlement and arrived at this Settlement
28 after arm's-length negotiations and in the context of adversarial litigation. The Parties acknowledge

1 they are each represented by competent counsel and that they have had an opportunity to consult
2 with their counsel regarding the fairness and reasonableness of this Settlement. The mediator may
3 execute a declaration supporting the Settlement and its reasonableness. The Court may, in its
4 discretion, contact the mediator to discuss the Settlement and whether it is fair and reasonable.

5 82. Invalidity of Any Provision. Before the Court declares any provision of this
6 Settlement Agreement invalid, the Parties will attempt to, to the fullest extent possible, construe the
7 provision as valid consistent with applicable precedents so as to define all provisions of this
8 Settlement Agreement valid and enforceable.

9 83. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
10 class certification for purposes of this Settlement only. Plaintiff or Class Counsel may appeal any
11 reduction in Attorneys' Fees and Costs below the amount they request from the Court, and either
12 Party may appeal any court order that materially alters the Settlement Agreement's terms.

13 84. Non-Admission of Liability. The Parties enter this Settlement to resolve the dispute
14 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
15 entering this Settlement, Defendant does not admit, and specifically denies, it: (a) violated any
16 federal, state, or local law; (b) violated any regulations or guidelines promulgated pursuant to any
17 statute or any other applicable laws, regulations, or legal requirements; (c) breached any contract;
18 (d) violated or breached any duty; (e) engaged in any misrepresentation or deception; or (f) engaged
19 in any other unlawful conduct with respect to their employees. Neither this Settlement, nor any of
20 its terms or provisions, nor any of the negotiations connected with it, will be construed as an
21 admission or concession of any such violations or failures to comply with any applicable law. Except
22 as necessary to enforce the terms of this Settlement, this Settlement and its terms and provisions will
23 not be offered or received as evidence in any action or proceeding to establish any liability or
24 admission on the part of Defendant or to establish the existence of any condition constituting a
25 violation of, or a non-compliance with, federal, state, local or other applicable law.

26 85. Waiver. No waiver of any condition or covenant contained in this Settlement or
27 failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute a
28 further waiver by such Party of the same or any other condition, covenant, right, or remedy.

1 86. Enforcement Action. If one or more of the Parties institutes any legal action or other
2 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
3 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
4 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
5 witness fees incurred in connection with any enforcement actions.

6 87. Mutual Preparation. The Parties had a full opportunity to negotiate the terms and
7 conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against
8 one Party than another merely by virtue of the fact it may have been prepared by counsel for one of
9 the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
10 all Parties have contributed to the preparation of this Settlement.

11 88. Representation By Counsel. The Parties acknowledge they have been represented by
12 counsel throughout all negotiations that preceded the execution of this Settlement and that this
13 Settlement has been executed with the consent and advice of counsel. Furthermore, Plaintiff and
14 Class Counsel warrant and represent there are no liens on the Settlement.

15 89. All Terms Subject to Final Court Approval. All amounts and procedures described
16 in this Settlement Agreement herein will be subject to final Court approval.

17 90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
18 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
19 this Settlement Agreement.

20 91. Binding Agreement. The Parties warrant they understand and have full authority to
21 enter this Settlement and further intend this Settlement will be fully enforceable and binding on all
22 Parties. The Parties agree this Settlement will be admissible and subject to disclosure in any
23 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
24 otherwise might apply under federal or state law.

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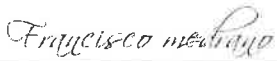
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SO AGREED AND STIPULATED.

PLAINTIFF

Dated: 06/14/2023


Francisco Medrano

DEFENDANT

Dated: _____

G & J Heavy Haul, Inc.
By:
Title:

APPROVED AS TO FORM.

Dated: 6/20/23

JUSTICE LAW CORPORATION

By 
Douglas Han
Shunt Tatavos-Gharajeh
Talia Lux
Attorneys for Plaintiff

Dated: _____

BARBER RANEN, LLP

By _____
Katherine C. Den Bleyker
Samuel Knecht
Attorneys for Defendant

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SO AGREED AND STIPULATED.

PLAINTIFF

Dated: _____

Francisco Medrano

DEFENDANT

Dated: 6/15/23

G & J Heavy Haul, Inc.
By: JOEL ALONZO
Title: Controller

APPROVED AS TO FORM.

JUSTICE LAW CORPORATION

Dated: _____

By _____
Douglas Han
Shunt Tatavos-Gharajeh
Talia Lux
Attorneys for Plaintiff

Dated: June 15, 2023

BARBER RANEN, LLP

By Samuel Knecht
Katherine C. Den Bleyker
Samuel Knecht
Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY TULARE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

FRANCISCO MEDRANO, individually, and on behalf
of aggrieved employees pursuant to the Private
Attorneys General Act (“PAGA”);

Plaintiff,

vs.

G & J HEAVY HAUL, INC., a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: VCU292423

[Consolidated with *Francisco Medrano v. G & J Heavy Haul, Inc.*, Superior Court of California, County of Tulare, Case No.: VCU292424]

Assigned for All Purposes to:
Honorable John P. Bianco
Department 2

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains the settlement that has been reached in the case entitled *Francisco Medrano v. G & J Heavy Haul, Inc.* (Case No. VCU292423, which was designated as the lead case in its consolidation with Case No. VCU292424) (the “Action”).

You are receiving this notice because the records of Defendant G & J Heavy Haul, Inc. (“Defendant”) indicate you are a current or former hourly-paid or non-exempt employee employed by Defendant within the State of California at any time between July 8, 2018, through June 3, 2023, or the date of preliminary approval, whichever date is earlier (“Class,” “Class Member” and “Class Period”). As such, you are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will not affect your employment with Defendant in any way whatsoever.

The Court ordered this notice be sent to you because Defendant’s records indicate you are or were employed by Defendant as a Class Member. The purpose of this notice is to inform you of the proposed settlement of the Action. The notice is intended to: (1) describe the settlement, including how the settlement funds will be allocated and how the settlement may affect you; and (2) advise you of your rights and options with respect to the settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On May 2, 2022, Plaintiff Francisco Medrano (“Plaintiff”), a former employee of Defendant, provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code he contends were violated by Defendant and the theories supporting his allegations. Within Plaintiff’s written notice, Plaintiff stated his belief that Defendant violated and/or continues to violate Labor Code provisions related to: (1) properly paying employees for all hours worked; (2) properly calculating and paying minimum wages, overtime wages, and sick leave; (3) providing proper meal and rest breaks, or compensating employees for missed, interrupted, short, and late meal and rest breaks; (4) paying employees all wages due to them in a timely manner; (5)

paying employees all earned and unpaid wages in a timely manner upon employees' discharge or termination; (6) providing employees with complete and accurate wage statements; (7) keeping complete and accurate payroll records showing the hours worked daily by and the wages paid to employees; and (8) reimbursing employees for all necessary business-related costs and expenses. The relevant Labor Code sections are sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

On July 8, 2022, Plaintiff filed a Complaint for Civil Penalties for Violation of Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004) against Defendant in the Superior Court of California, County of Tulare, entitled *Francisco Medrano v. G & J Heavy Haul, Inc.* (Case No. VCU292423) ("Plaintiff's PAGA Action"). Plaintiff's PAGA Action Complaint ("PAGA Complaint") was based on the Labor Code violations Plaintiff believes Defendant committed, as described in the paragraph above.

On July 8, 2022, Plaintiff filed a Class Action Complaint for Damages against Defendant in the Superior Court of California, County of Tulare, entitled *Francisco Medrano v. G & J Heavy Haul, Inc.* (Case No. VCU292424) ("Plaintiff's Class Action"). Plaintiff's Class Action Complaint ("Class Complaint") alleged the following violations: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code section 17200.

On April 4, 2023, after engaging in discovery, investigations, and negotiations, Plaintiff and Defendant (collectively, known as the "Parties") attended mediation with the mediator Hon. Carl J. West (Ret.), a well-respect mediator of class action lawsuits. With the help of the mediator, the Parties negotiated a settlement.

In line with the settlement, the Parties agreed to stipulate to consolidate Plaintiff's PAGA Action with Plaintiff's Class Action (with Plaintiff's PAGA Action designated as the lead case) to best serve judicial economy and the interests of justice. (The PAGA Complaint and Class Complaint in Plaintiff's PAGA Action and Plaintiff's Class Action, respectively, are together referred to as "Operative Complaints".)

Defendant strongly denies violating the law in any way or failing to pay any wages, contends it complied with all applicable laws, and has entered the Settlement solely for purposes of resolving this dispute. Nothing in this Notice of Class Action Settlement, or the settlement itself, or any actions to carry out the terms of the settlement, means Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court has not ruled on whether Plaintiff's allegations have any merit. By granting preliminary approval of the settlement, the Court has only determined there is sufficient evidence to suggest the proposed settlement might be fair, adequate, and reasonable, and any final determination of these issues will be made at the Final Approval Hearing. To avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the Parties agreed to resolve this matter in the amount of \$1,050,000. Class Members who do not exclude themselves from the settlement are entitled to receive a portion of this amount. This settlement is **not** an admission by Defendant of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The "Class Member(s)" or "Class" means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time between July 8, 2018, through June 3, 2023, or the date of preliminary approval, whichever date is earlier. A "non-exempt employee" means an employee who is entitled to payment of minimum wage and overtime wage if the employee worked more than eight (8) hours in a day or more than forty (40) hours in a week.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The following will occur when the settlement administration is completed, and the Court grants final approval to the settlement:

A. Defendant will pay \$1,050,000 to settle the claims of the Action. Within fourteen (14) days following the Effective Date, Defendant will make a single payment of \$1,050,000 into the Qualified Settlement Fund, which the Settlement Administrator will manage and establish.

- 1) The Effective Date means the later of: (a) if no objection to the Settlement is made, the date of entry of the order granting final approval; (b) if an objection is made but no appeal is filed, the date the appeal period expires; and (c) if an appeal is filed, the date the final judgment becomes final and is no longer subject to appeal.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay the following out of the Maximum Settlement Amount:

- 1) Attorneys' Fees to Class Counsel of no more than \$367,500;
- 2) Attorneys' Costs to Class Counsel as reimbursement for litigation costs and expenses incurred of no more than \$25,000;
- 3) Settlement Administration Costs to the Settlement Administrator not to exceed \$20,000;
- 4) Class Representative Enhancement Payment to Plaintiff of no more than \$10,000; and
- 5) PAGA Payment of \$100,000 to resolve claims under PAGA, seventy-five percent (75%) of which (\$75,000) will be paid to the LWDA and twenty-five percent (25%) of which (\$25,000) will be distributed to the Eligible Aggrieved Employees, on a pro rata basis, detailed below.

C. The Net Settlement Amount means the Maximum Settlement Amount less the above-mentioned Attorneys' Fees and Costs, Settlement Administration Costs, Class Representative Enhancement Payment, and PAGA Payment. The Net Settlement Amount is estimated to be \$527,500, and it will be distributed in its entirety through the Individual Settlement Payments that will be mailed to the Class Members, detailed below.

V. INDIVIDUAL SETTLEMENT PAYMENTS

Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period as an hourly-paid or non-exempt employee in California. Such calculations will be made as follows:

The Settlement Administrator will first calculate the total number of Workweeks worked by each Class Member by calculating the number of days each Class Member was employed as an hourly-paid or non-exempt employee in California during the Class Period and dividing that number by seven (7). The Settlement Administrator will also calculate the aggregate total Workweeks worked by all Class Members as hourly-paid or non-exempt employees in California during the Class Period.

Next, to determine the estimated Individual Settlement Payments, the Settlement Administrator will use the following formula: (1) the Net Settlement Amount will be divided by the aggregate total number of Workweeks worked by all Class Members during the Class Period, resulting in the Workweek Value for Class Members. (2) Each Class Member's Individual Settlement Payment will then be calculated by multiplying each individual Class Member's total number of Workweeks worked by the Workweek Value for Class Members.

If you do not opt out of the settlement, you will be eligible to receive an Individual Settlement Payment, less applicable taxes. **It has been determined the number of Workweeks you worked for Defendant as a Class Member during the Class Period is: [REDACTED]. Your estimated Individual Settlement Payment is: \$ [REDACTED].**

VI. WHAT IS A REPRESENTATIVE PAGA ACTION?

A representative PAGA action is a type of representative lawsuit authorized by the Labor Code section 2698 (Private Attorneys General Act of 2004), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations were committed. An employee who files a representative PAGA action is essentially acting as an agent of California's labor law enforcement agencies, which have the power to initiate an enforcement action directly.

A representative PAGA action is different from a class action in that an employee filing a representative PAGA action is not resolving the claims of other similarly situated employees. Instead, the employee is acting as an agent of the State of California to obtain penalties for themselves and aggrieved employees for Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the number of Labor Code violations committed by the employer, a portion of which (75%) must be paid to the State of California.

Members of a class action have the right to opt out of, or exclude themselves from, the class action. Class members who opt out will not be bound by the terms of any judgment issued by the Court in the class action. Class members who do not opt out will be bound by the terms of any judgment issued and will be precluded from bringing any claims that were or that could have been brought against the employer in the lawsuit in which the individual was a class member. Conversely, aggrieved employees do not have the right to opt out of (or object to) a representative PAGA action. However, aggrieved employees retain the right to pursue the class claims if they timely opt out of the settlement as further discussed in Section IX of this notice.

VII. ELIGIBLE AGGRIEVED EMPLOYEES AND INDIVIDUAL PAGA PAYMENTS

"Eligible Aggrieved Employees" means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time between May 2, 2021, through June 3, 2023, or the date of preliminary approval, whichever date is earlier ("Eligible Aggrieved Employees" and "PAGA Period").

As stated above, twenty-five percent (25%) of the PAGA Payment (\$25,000) will be distributed to Eligible Aggrieved Employees, on a pro rata basis, which will be known as their Individual PAGA Payments. An Eligible Aggrieved Employee's Individual PAGA Payment will be based on the number of Workweeks an Eligible Aggrieved Employee worked during the PAGA Period as an hourly-paid or non-exempt employee in California. Such calculations will be made as follows:

The Settlement Administrator will calculate the total number of Workweeks worked by each Eligible Aggrieved Employees by calculating the number of days each Eligible Aggrieved Employee was employed as an hourly-paid or non-exempt employee in California during the PAGA Period and dividing that number by seven (7). The Settlement Administrator will also calculate the aggregate total number of Workweeks worked by all Eligible Aggrieved Employees as hourly-paid or non-exempt employees in California during the PAGA Period.

To determine the estimated Individual PAGA Payments, the Settlement Administrator will use the following formula: (1) the twenty-five percent (25%) of the PAGA Payment (\$25,000) will be divided by the aggregate total number of Workweeks worked by all Eligible Aggrieved Employees during the PAGA Period, resulting in the Workweek Value for Eligible Aggrieved Employees. (2) Each Eligible Aggrieved Employee's Individual

PAGA Payment will be then calculated by multiplying each individual Eligible Aggrieved Employee's total number of Workweeks worked by the Workweek Value for Eligible Aggrieved Employees.

Eligible Aggrieved Employees will receive their Individual PAGA Payments even if they opt out of the class action portion of the settlement. In other words, Class Members and Eligible Aggrieved Employees cannot exclude themselves from or object to the PAGA portion of the settlement.

It has been determined the number of Workweeks you worked for Defendant as an Eligible Aggrieved Employee during the PAGA Period is: [REDACTED]. Your estimated Individual PAGA Payment is: \$[REDACTED].

VIII. RELEASED CLAIMS

If the Court grants final approval of the settlement and you do not opt out of the settlement, then you will release Defendant from all claims alleged in the Operative Complaints and those that could have been alleged based solely upon the factual allegations and legal assertions made in the Operative Complaints. This includes all of the following claims for relief: (a) failure to properly calculate and pay all regular wages, minimum wages, and overtime wages due (Labor Code sections 510, 1194, 1194.2, 1197, and 1198); (b) failure to provide proper meal and rest breaks and to properly provide premium pay in lieu thereof (Labor Code sections 226.7 and 512); (c) failure to provide complete, accurate, or properly formatted wage statements and payroll records (Labor Code sections 226, 1174, and 1776); (d) failure to reimburse necessary business expenditures (Labor Code sections 2800 and 2802); (e) failure to pay waiting time penalties (Labor Code sections 201, 202, and 203); (f) engaging in unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaints (Business & Professions Code section 17200, *et seq.*); and (g) all damages, penalties, interest, attorneys' fees and costs, and other amounts recoverable under said claims, causes of action or legal theories of relief ("Class Released Claims"). The period of the Class Released Claims shall extend to the limits of the Class Period.

If the Court grants final approval of the settlement, Plaintiff and the State of California (including the LWDA) will release Defendant from all claims for statutory penalties alleged in the Operative Complaints and Plaintiff's notice letter sent to the LWDA on May 2, 2022, and those that could have been alleged based solely upon the facts alleged in the Operative Complaints and Plaintiff's notice letter sent to the LWDA. This includes claims for civil penalties for violations of Labor Code 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders ("PAGA Released Claims"). The PAGA Released Claims shall only bind Plaintiff and the State of California, but no one (including any Aggrieved Employee) may assert the PAGA Released Claims as agent and proxy of the State of California against Defendants. The period of the PAGA Released Claims shall extend to the limits of the PAGA Period.

The parties that will be released of the Released Claims include Defendant together with its parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), employees, and stockholders ("Released Parties").

IX. WHAT ARE MY OPTIONS?

A. *You may accept your share of the Maximum Settlement Amount and release Defendant from the Class Released Claims as described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain negotiable for one hundred eighty (180) calendar days from the date on which it is issued. After the one hundred eighty (180) calendar days expire, the check will become void and the funds from the uncashed

checks shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund; or

B. *You may exclude yourself from the settlement, in which case you will not receive your Individual Settlement Payment, and you will not release Defendant from the Class Released Claims as described above.* If you choose to be excluded from the class action portion of the settlement, by no later than **[ENTER DATE]** (within 60 calendar days after the initial mailing of this Notice Packet), you must complete the "Request for Exclusion" form included in this Notice Packet and mail the Request for Exclusion form to the Settlement Administrator, Phoenix Class Action Administration Solutions, located at [REDACTED]. To be valid, your exclusion request must include the information contained within the "Request for Exclusion" form along with your signature. As stated above, Class Members and Eligible Aggrieved Employees cannot opt out of the PAGA portion of the settlement, meaning they will still receive their Individual PAGA Payments even if they submit valid and timely Request for Exclusion forms; or

C. *You may object to the class action portion of the settlement.* The procedures for objecting to the class action portion of the settlement are provided below under Section XI of this notice. As stated above, Class Members and Eligible Aggrieved Employees cannot object to the PAGA portion of the settlement.

X. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a check. Your portion of the Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment as a portion of the PAGA Payment (if you are also an Eligible Aggrieved Employee) will be paid out in a single payment.

B. All Individual Settlement Payments will be allocated as follows: (1) twenty percent (20%) as wages; and (2) eighty percent (80%) as interest and penalties. The Settlement Administrator will be responsible for issuing to Class Members a form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment exceeds \$600.

D. While the Settlement Administrator will make its best effort to ensure you receive your Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment, you are encouraged to notify either the Settlement Administrator, Class Counsel, or Defendant's counsel regarding any changes to your contact information.

E. It is important for the Parties to have your current address to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

XI. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you believe the settlement is unfair, and you want to tell the Court and the proponents of the settlement why you oppose it, you have a right to object to the settlement and tell the Court the reasons why you do not agree with the settlement. When you object to the settlement, you have an opportunity to explain to the judge why you believe the settlement is unfair and should not be finally approved. These procedures are your only opportunity to object to the settlement and ask the Court to listen to your point of view.

You may prepare a written Objection by stating: (a) the case name and number; (b) your name; (c) your address and telephone number; (d) last four digits of your Social Security Number; and (e) basis for the Objection. Written Objections must be mailed to the Settlement Administrator, located at [REDACTED], and must be postmarked by [REDACTED] (within 60 calendar days after the initial mailing of this Notice Packet).

If you object to the settlement, you will also have the right to appear at the Final Approval Hearing. However, you are not required to appear at the Final Approval Hearing to have your Objection considered. Moreover, you may appear at the Final Approval Hearing even if you do not submit a written Objection.

XII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on [REDACTED] at [REDACTED], in Department 2 of the Tulare County Superior Court (Visalia Courthouse), located at 221 South Mooney Blvd., Visalia, California 93291 to decide whether the proposed settlement is fair, reasonable, and adequate. Any changes to the hearing date will be available on the Settlement Administrator's website [INSERT WEBSITE ADDRESS].

You are not required to attend the Final Approval Hearing. Class Counsel and the Class Members will answer any questions the Court may have. You are welcome to attend the Final Approval Hearing at your own expense.

XIII. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement and any papers filed in the Action, which are on file with the Clerk of the Court. The pleadings and all other records from this litigation may be examined by inspecting the Court file at the clerk's office of the Tulare County Superior Court (Visalia Courthouse), located at 221 South Mooney Blvd., Room 201, Visalia, California 93291. You can also find information related to the case by accessing the Court's website at <<https://online.tulare.courts.ca.gov/>> and creating a free account. When following the procedures above, you may refer to the Case Numbers VCU292423 and VCU292424.

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If you have any questions, you can call the Settlement Administrator at [REDACTED] or the Parties' counsel (see below for phone numbers, email information, and physical mailing address).

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

Douglas Han
Shunt Tatavos-Gharajeh
Talia Lux
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502 / Fax: (818) 230-7259
dhan@justicelawcorp.com
statavos@justicelawcorp.com
tlux@justicelawcorp.com

ATTORNEYS REPRESENTING DEFENDANT

Katherine C. Den Bleyker
O'HAGAN MEYER LLP
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Tel: (213) 423-6006
KDenBleyker@ohaganmeyer.com

PLEASE DO NOT CALL THE COURT REGARDING THIS SETTLEMENT

EXHIBIT B

REQUEST FOR EXCLUSION
Francisco Medrano v. G & J Heavy Haul, Inc.
Case No. VCU292423

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the Class Released Claims as described in Section VIII of the accompanying notice.
OBJECT	If you so choose, you may object to the class action portion of the Settlement.

TO EXCLUDE YOURSELF FROM THE CLASS ACTION PORTION OF THE SETTLEMENT YOU MUST FILL OUT, SIGN, AND DELIVER OR RETURN THIS FORM POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO [SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS ACTION PORTION OF THE SETTLEMENT. IF YOU WANT TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

I UNDERSTAND IF I SUBMIT THIS REQUEST FOR EXCLUSION, IT WILL ONLY RESULT IN MY EXCLUSION FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. IN OTHER WORDS, I WILL STILL RECEIVE MY INDIVIDUAL PAGA PAYMENT EVEN IF I SUBMIT THIS REQUEST FOR EXCLUSION.

By signing and completing the below, I agree to the following:

I do not want to participate in the class action portion of the Settlement in *Francisco Medrano v. G & J Heavy Haul, Inc.*, Case No. VCU292423. I understand by not participating and excluding myself from the class action portion of the Settlement, I will not receive an Individual Settlement Payment. I also understand that even if I submit this form, I will still receive my Individual PAGA Payment.

Signed on _____

Signature: _____

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is bitty@justicelawcorp.com

JOINT STIPULATION AND SETTLEMENT AGREEMENT

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

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

Betty Marie Loub

Bitty Minnis-Lemley