

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel.: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SALVADOR RAMOS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

WHITE LINE SYSTEMS, LLC, a Texas
Limited Liability Company, DRIVEN 2
DRIVE LEASING, LLC, a Texas Limited
Liability Company, and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2216314
*[Assigned to the Hon. Jessica Morgan, Dept.
S26, for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:

Date: August 22, 2024

Time: 8:30 a.m.

Dept.: 26

Complaint Filed: July 27, 2022

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

2 2. I am an attorney licensed to practice before all of the courts of the State of
3 California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in
4 Orange County and Riverside County, and I manage the firm’s employment law practice. I am
5 thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I
6 submit this declaration in support of Plaintiff’s Motion for Final Approval of this Class Action
7 Settlement. If called as a witness, I could and would competently testify thereto.

8 3. I have been a member, in good standing, of the State Bar of California since 2001.
9 I am admitted to practice in the United States District Courts for the Central and Southern
10 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
11 courts in California.

12 4. I have handled well over 500 employee vs. employer litigation matters during my
13 23 years in practice. Over the last 15 years, my practice has almost entirely consisted of
14 representing employees, the majority of which has included class action and representative
15 action wage and hour matters. In total, I have handled over 300 class action and representative
16 action wage/hour cases, and have been appointed by the court as class counsel and have received
17 final court approval and judgment in over half of those actions to date, and anticipate receiving
18 final approval in many more of those in the future.

19 5. As part of these settlements and judgments, I have recovered in excess of \$250
20 million in damages for my clients and the class members (who often work as nurses, ambulance
21 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
22 countless other trades). My team and I once held the record for the largest known PAGA-only
23 case in California’s history - a \$12.5 million-dollar court approved settlement, which followed
24 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
25 50 company (*Garcia v. Macy’s*, San Bernardino Superior Court).

26 6. I have tried two major class and PAGA cases against Fortune 100 companies. In
27 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
28 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against

Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million. Both cases were appealed.

7. I was named by the LA Times as one “Southern California Leading Lawyers” in the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

8. The Class, as conditionally certified by this Court, consists of all current and former truck drivers who were employed by Defendants in California at any time during the Class Period of July 27, 2018 through March 4, 2023.

9. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$471,914.63, after the deductions set forth in the chart below:

Gross Settlement Amount	\$ 825,000.00
Attorneys’ Fees (1/3)	\$ 275,000.00
Litigation Costs	\$ 12,235.37
Administrator Costs	\$ 8,350.00
PAGA Penalties	\$ 50,000.00
Class Representative Service Award	\$ 7,500.00
Net Settlement Amount	\$ 471,914.63

10. The process of mailing the Notice Packets was very successful. Initially, 52 Class Notices were returned as undeliverable, but the Settlement Administrator used advanced tracking methods to locate new addresses and remailed 33 Notices. Ultimately, 19 Class Notices were determined to be undelivered, resulting in a 96.3% success rate in mailing the Notice Packet.

11. The response from the Class Members was overwhelmingly positive, as no Class Member has objected to or opted out of the settlement.

12. As discussed at length in Plaintiff’s motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class and the release is narrowly limited to the claims alleged.

1 13. Sufficient information existed to allow Class Counsel to intelligently value this
2 case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage
3 and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact
4 that 100% of the Class has elected to participate and no objections were submitted, the
5 presumption of fairness is justified.

6 14. I believe that the Settlement is fair, reasonable and adequate, and in the best
7 interests of the Class, given the litigation risks and delay inherent in further litigation and
8 possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations
9 submitted in support thereof, Defendants vigorously contested Plaintiff's claims, and Plaintiff
10 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
11 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
12 that it is desirable that the action be fully and finally settled in the manner and upon the terms
13 and conditions set forth in the Settlement Agreement in order to limit further expense,
14 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
15 the operation of Defendants' business without further expensive litigation and the distraction and
16 diversion of its personnel with respect to matters at issue. All parties took into account the
17 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
18 parties determined that it is desirable and beneficial to both the Class and Defendants that this
19 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
20 recoveries contemplated by the Settlement represent a good result for the Class, fairly
21 proportioned to the likely risk-adjusted recovery in litigation.

22 **ADEQUACY OF COUNSEL AND**
23 **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

24 15. As set forth above, I have handled over 300 class and representative actions, have
25 been appointed as class counsel and have successfully resolved over half of those cases, and
26 many others remain pending and will successfully resolve in the future while recovering
27 hundreds of millions of dollars for my clients and Class Members. This is substantially better
28 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class

1 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
2 found that only one-third of class actions are successful, compared to two-thirds that are defeated
3 and result in no payment to the class members.¹

4 16. When this case was taken on a contingency fee basis, with my office agreeing to
5 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
6 course of this litigation, my office paid all costs including filing fees, court costs, research fees,
7 and mediation costs. There was never a guarantee that we would recoup those expenditures.

8 17. It has been my experience that the benchmark for attorney fee awards in
9 California state cases is one-third of a common settlement fund, which the CA Supreme Court
10 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
11 Counsel is seeking a fee of one-third of the Settlement Amount.

12 18. There are several additional factors why I believe that the Court should award
13 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
14 resulted in a common fund settlement amount of \$825,000, whereby some Class Members will
15 receive as much as **\$4,392.31**. This is an **excellent result** in light of the disputed nature of the
16 claims alleged. This result was achieved by the work and success of my office, who negotiated
17 the settlement after extensive litigation, discovery, preparation, investigation, mediation, and
18 substantial work thereafter.

19 19. Second, Plaintiff faced significant risks going forward with the litigation. As
20 discussed in the motion for preliminary approval, Defendants raised various defenses throughout
21 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
22 Defendants vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues
23 going forward with this litigation, and it would have taken several more years to realize any
24 recovery in this action along with the possibility of post-trial appeals.

25 20. Third, Class Counsel are experienced class action litigators. This experience and
26 expertise, combined with the high quality of work performed in this case, resulted in the
27 settlement achieved in this case.

28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

21. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a substantial amount of time, money, and resources, and have done so since the inception of this case without any payment or compensation. If Plaintiff had lost this case, we would have recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. If, despite these hardships and risks, the best my office could hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious risks we faced litigating this contingency case, and would not be incentivized to take on similar cases in the future. Indeed, as Plaintiff's Counsel can attest, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation or coordination or preemption, being top filed, etc.). According to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc.* (9th Cir. 2014) 753 F.3d 918, found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.²

As exemplified by the contingent nature of high risk class action litigation, Plaintiff's Counsel can further attest to having had many cases result in (a) zero recovery, (b) negative multiplier and (c) an individual settlement in lieu of a class recovery, as demonstrated below:

Sample of Cases with Zero Recovery for Class Counsel

The following is a small sample of cases in which Plaintiff's Counsel have received zero recovery on class/PAGA cases due to the company's financial condition.

- Heavily litigated Class/PAGA action that Class Counsel certified as a class, prevailed on summary adjudication, fully prepared for trial and one day before the start of trial, ***Defendant filed for bankruptcy, resulting in complete loss of attorneys fees and all costs advanced*** (*Garza v. Quality Conversation*, San Bernardino Superior Court Case No. CIVDS1506788);

² www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

- Class actions in which ***Defendants filed for bankruptcy, resulting in a loss of all fees and costs*** (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No. RIC1723054, and *Bonilla v. Home Energy*, San Bernardino Superior Court Case No. CIVSB2215927);
- ***Class Counsel have been forced to dismiss class and PAGA cases without any compensation or reimbursement of fees or costs due to the financial condition of Defendant***, (*Cox v. NurseLoop*, San Bernardino Superior Court Case No. CIVSB2225440; *Joyce v. GES Distribution*, Riverside Superior Court Case No. RIC1905739).
- Of course, there is also the reality that a Defendant may prevail on the merits, whereby Class Counsel will receive no compensation and lose it out of pocket costs entirely. Class Counsel have experienced a situation wherein it prevailed at trial on a PAGA case, only to have the appellate court reverse the decision and rule in favor of Defendant, thereby reversing the fee and cost award and resulting in no recovery of fees or costs.

Sample of Cases with Negative Multiplier for Class Counsel

Even when Plaintiff's Counsel achieved a settlement and what appears to be a "favorable" outcome, there are countless times when the fees requested by Plaintiff's Counsel still result in a ***large negative attorney fee multiplier***, including the following examples:

- ***Negative 20.0 multiplier:*** In *Carr v. Edible Arrangements*, San Bernardino Superior Court, Class Counsel has litigated the case for over 5 ***years*** with 1,000 plus hours in attorney time, leading to the class certification in favor of Plaintiff. Despite all the work invested into the matter, including preparing for trial, a financial review confirmed that Defendant could only fund a \$100,000 settlement, resulting in a mere \$33,000 fee and a ***-20.0 negative multiplier***;

- **Negative 4.26 multiplier:** In *Pompa v. Landforce*, San Bernardino Superior Court Case No. CIVDS1700451, Class Counsel litigated for over 4.5 years, and obtained class certification. Yet, despite the fact that a settlement was eventually achieved, it resulted in a negative 4.26 multiplier for Class Counsel due to financial condition;
- **Negative 4.24 multiplier:** In *Sacks v. Natural Energy*, San Bernardino Superior Court Case No. CIVDS1811288, the matter resulted in a settlement with a negative 4.24 multiplier for Class Counsel due to financial condition;
- **Negative 20 multiplier:** Class Counsel has litigated the case for over 5 years with an estimated 1,000 plus hours in attorney time, leading to the class certification in favor of Plaintiff on all claims for over 1,500 class members. Despite all the work invested into the matter, including preparing for trial, a financial review discovered that Defendant could only fund a \$100,000 settlement, resulting in a 33,000 fee and a massive negative multiplier;
- **Negative 2.85 multiplier:** In *Sowle v. Sherpaul*, Riverside Superior Court Case No. RIC2002410, Class Counsel's lodestar was nearly the same amount as the gross settlement amount – thus, resulting in a negative 2.85 multiplier.

Class/PAGA Cases Converted to Small Individual Settlements

There are also many situations when Plaintiff's Counsel is forced to convert matters into small individual settlements (and therein lose substantial attorneys fees) for a variety of reasons, including due the financial constraints of a defendant, or because a company may engage in a "Pick-up Stix Campaign" to settle directly with the class members, or because a Defendant engages in a reverse auction and settles a class/PAGA case with another firm that will take less (i.e., cherry picking), thereby cutting off Class Counsel's recovery. There are indeed numerous examples of this occurring that result in an individual settlement, thereby causing Class Counsel

1 to bear the burden of a loss in attorneys' fees.

2 22. Fifth, the request for attorney's fees in the amount of one-third of the common
3 fund falls well within the norms accepted by state and federal courts in California in comparable
4 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
5 recovery under the common fund doctrine was recently approved by the California Supreme
6 Court in *Laffitte, supra*, 1 Cal.5th 480, 503.

7 23. For all of the above reasons, a common fund fee award here in the amount of one-
8 third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

9 24. At my office, this case was primarily handled by Misty Lauby while I performed
10 the role of the supervising attorney. As set forth in her declaration, Ms. Lauby has been in
11 practice for 16 years and bills at the hourly rate of \$650/hour. I have been in practice for 23
12 years, with most of those years handling complex litigation and for over the last 15 years, my
13 practice has almost entirely consisted of handling class action wage and hour matters. My billing
14 rate is \$775/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who
15 handle complex class action litigation, if not somewhat lower.

16 25. The hourly rates above are comparable to those of other attorneys with equal or
17 similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
18 indicates that the benchmark rate for an 8–10-year attorney to be \$676/hour and a 11-19 year
19 attorney at \$764/hour, and a 20+ year attorney at \$919/hour). Moreover, the Wolters Kluwer
20 Real Rate Report ("Real Rate Report"), provides directly applicable information in this regard.
21 The Real Rate Report is based on an enormous and statistically significant compilation of data.
22 For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours
23 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees
24 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for
25 partners and associates in major metropolitan areas. In 2018, for the southern California area,
26 which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report
27 states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995
28 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is

\$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms.

26. The table below includes a summary of the hours worked by my office, plus an estimated 30 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the Settlement Administrator and defense counsel to finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked on this case is approximately \$182,510, resulting in a fair and reasonable 1.5 multiplier, which is summarized in the following table based on the declarations of counsel:

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (23 Years)	\$775	106 ³	\$82,150
Misty Lauby <i>Handling Atty / Partner</i> (16 Years)	\$650	154.4	\$100,360
Grand Total for All Attorneys			\$182,510

27. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

28. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, messenger services, postage, fax transmission expenses, transportation, mediator fees, and other incidental expenses directly related to this action. The Settlement Agreement provided up to \$20,000 in costs. Through final approval, my office incurred \$12,235.37 in litigation costs (see Exhibit “B” attached hereto). The saving will

1 be placed in the Net Settlement Amount for payment to the Class Members. Defendants do not
2 oppose this request for costs.

3 **REASONABLENESS OF REQUESTED SERVICE AWARD**

4 29. I also believe that the service award of \$7,500 to Plaintiff is fair and warranted for
5 the reasons outlined in his declaration and in the motion. He came forward and worked directly
6 with my office in analyzing the claims and documents, providing valuable information. (See his
7 declaration for supporting information.) Indeed, his participation was an essential element of
8 Defendants' desire to mediate and of the pre and post mediation analysis that allowed Class
9 Counsel to settle the case. In addition to foregoing separate individual claims, he also took on
10 various risks, including the risk that he could have been ordered to pay Defendants' costs if he
11 lost and the risk of retaliation and being black-balled in the industry. He also provided a full
12 release of all claims. Defendants do not oppose the requested service award.

13 **SUBMISSION TO THE LWDA**

14 30. The Motion and declarations, including the Settlement Agreement, have
15 concurrently been submitted to the LWDA. (See Exhibit "C").

16 **EXHIBITS AND CONCLUSION**

17 31. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
18 "A."

19 32. Attached hereto as Exhibit "B" is a true and correct copy of an itemized statement
20 of my firm's litigation costs.

21 33. The LWDA's confirmation of receipt of this Motion and Declaration is attached
22 hereto as Exhibit "C."

23 34. For the foregoing reasons, it is respectfully requested that the Court grant final
24 approval of the settlement as being fair, reasonable, and in the best interest of the class, and
25 approve the requested attorneys fees, costs, and service award.
26

27
28 ³ Includes an estimated 15 hours of additional work preparing for and attending the hearing, as well as 15 hours in
anticipated work to be performed after the final approval, particularly in light of the payment plan, as it will require
considerable more work with counsel, administrator, and Class Members.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on July 29, 2024, at Riverside, California.

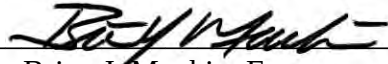
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4 By: 
5 Brian J. Mankin, Esq.
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EXHIBIT “A”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

Douglas J. Farmer, Esq.,
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
One Embarcadero Center, Suite 900
San Francisco, CA 94111
Tel: 415-442-4869 | Fax: 415-442-4870
douglas.farmer@ogletree.com

Attorneys for Defendants White Line Systems, LLC and Driven 2 Drive Leasing, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

SALVADOR RAMOS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

WHITE LINE SYSTEMS, LLC, a Texas
Limited Liability Company, DRIVEN 2
DRIVE LEASING, LLC, a Texas Limited
Liability Company, and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2216314
*[Assigned to Hon. Jessica Morgan, Dept S26,
for all purposes]*

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

1 This Class and Representative Action Settlement Agreement and Release of Claims
2 (“Agreement”) encompasses the action *Salvador Ramos v. White Line Systems, LLC et al.*, the
3 Superior Court of California for the County of San Bernardino, Case No. CIVSB2216314.

4 This Agreement is entered into by and between Plaintiff Salvador Ramos (“Plaintiff”),
5 individually and on behalf of all others similarly situated, and on behalf of the State of California
6 in his capacity as private attorney general, on one hand, and Defendants White Line Systems,
7 LLC, and Driven 2 Drive Leasing, LLC (collectively, “Defendants”), on the other hand,
8 (together with Plaintiff, the “Parties”).

9 This Agreement is intended by the Parties to fully, finally and forever resolve, discharge
10 and settle the “Released Class Claims” and “Released PAGA Claims” (as defined below) on a
11 class and representative basis pertaining to the “Released Parties” (as defined below) upon and
12 subject to the terms and conditions contained herein. This Agreement, which is contingent upon
13 final Court approval, contains the essential terms of the Parties’ agreement. Plaintiff and Class
14 Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement
15 confers substantial benefits upon the Class, PAGA Members, and the State of California.

16 **A. Definitions**

17 1. “Action” or “Lawsuit” means and refers to the case entitled *Salvador Ramos v.*
18 *White Line Systems, LLC, et al.*, San Bernardino County Superior Court, Case No.
19 CIVSB2216314, which was commenced on July 27, 2022.

20 2. “Administrator” means and refers to ILYM Group, the third-party class action
21 settlement administrator agreed to by the Parties, and approved by the Court, that will provide
22 the Notice to the Class Members and distribute the settlement amounts as described in this
23 Agreement.

24 3. “Administration Costs” means the amounts payable from the Total Settlement
25 Amount to the Administrator for administering this Settlement, including, but not limited to,
26 printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of
27 the employee and employer share of payroll taxes, unclaimed property due diligence, reporting
28 and remittance obligations, distributing the Total Settlement Amount, and providing necessary

reports and declarations, as requested by the Parties. The Administration Costs shall be paid from the Total Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Administrator as being the maximum costs necessary to administer the Settlement.

4. “Agreement” or “Settlement Agreement” or “Settlement” shall mean this Class Action and PAGA Settlement Agreement and Release of Claims.

5. “Class” means: all current and former truck drivers who were employed by Defendants in California at any time during the Class Period. Defendants represent that approximately 520 Class Members collectively worked approximately 21,683 Work Weeks in California during the Class Period.

6. “Class Member(s)” refers to individual members of the Class.

7. “Class Counsel” refers to Brian Mankin and Misty Lauby of Lauby, Mankin & Lauby LLP.

8. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and Class Counsel’s expenses and legal costs incurred in connection with the Action.

9. “Class Data” means information regarding Class Members that Defendants will diligently and in good faith compile from their records and provide to the Administrator on one spreadsheet which shall include, for each Class Member, the individual’s full name; last known address; employee ID number, Social Security number; total Weeks Worked during the Class Period and total PAGA Pay Periods worked during the PAGA Period.

10. “Class Period” means the period of July 27, 2018, through March 4, 2023.

11. “Class Representative” or “Plaintiff” means and refers to Plaintiff Salvador Ramos.

12. “Complaint” refers to the operative first amended class and PAGA representative action complaint on file in the Action.

13. “Court” (or “Judge”) means the California Superior Court, County of San Bernardino.

1 14. “Defendants” refers collectively to Defendants White Line Systems, LLC, and
2 Driven 2 Drive Leasing, LLC. As of March 4, 2023, Defendants ceased operations in California,
3 which represents the end date for the Class Period and PAGA Period.

4 15. “Defendants’ Counsel” or “Defense Counsel” means and refers to Ogletree,
5 Deakins, Nash, Smoak & Stewart, P.C.

6 16. “Effective Date” means the latest of the following dates: (i) sixty-five (65)
7 calendar days following the date the Court enters an order granting Final Approval and
8 judgment, assuming no appeal is filed; or (ii) if a timely appeal is filed, then the date of final
9 resolution of that appeal or other collateral attack (including any requests for rehearing and/or
10 petitions for certiorari), resulting in final judicial approval of the Settlement.

11 17. “Final Approval” refers to the order of the Court granting final approval of this
12 Settlement Agreement and entering a judgment approving this Agreement on substantially the
13 terms provided herein or as may be modified by subsequent agreement of the Parties.

14 18. “Individual Class Payment” refers to each Participating Class Member’s share of
15 the Net Settlement Amount, as further discussed in Paragraph 51(c) below.

16 19. “Individual PAGA Payment” means the amounts paid from the PAGA Payment
17 to PAGA Members that shall in the aggregate comprise 25% of the PAGA Payment, namely
18 \$12,500, as consideration for settlement of claims for civil penalties under PAGA, as further
19 discussed in Paragraph 50(c) below.

20 20. “LWDA” means the California Labor and Workforce Development Agency.

21 21. “LWDA PAGA Payment” means the payment to be made to the LWDA as its
22 75% share of the PAGA Payment, namely \$37,500, as consideration for settlement of claims for
23 civil penalties under PAGA.

24 22. “Net Settlement Amount” means the Total Settlement Amount less Court-
25 approved Class Counsel Award, Service Award, PAGA Payment and Administration Costs.

26 23. “Notice” means the notice of proposed class action settlement that the
27 Administrator will mail to the Class Members and which will advise each Class Member of the
28 terms of this Agreement and the settlement process and his or her estimated Individual Class

1 Payment and Individual PAGA Payment and will further advise of the setting of a Final
2 Approval Hearing. The Notices shall be mailed in English only.

3 24. "Objecting Class Member" means a Class Member, other than Plaintiff, who
4 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 71(c)
5 below.

6 25. "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, Labor
7 Code § 2699 *et seq.*

8 26. "PAGA Members" means all current and former truck drivers who were
9 employed by Defendants in California at any time during the PAGA Period.

10 27. "PAGA Notice Letters" refers to the June 23, 2022 PAGA Notice Letters filed by
11 Plaintiff with the LWDA.

12 28. "PAGA Payment" means a gross payment in the aggregate of \$50,000 that is
13 comprised of the LWDA PAGA Payment and all of the Individual PAGA Payments to PAGA
14 Members in settlement of all claims for PAGA civil penalties as defined in this Agreement.

15 29. "PAGA Period" means the period of June 23, 2021, through March 4, 2023.

16 30. "Participating Class Member" means those Class Members who do not submit a
17 valid and Request for Exclusion.

18 31. "Parties" or "Settling Parties" mean Plaintiff and Defendants, collectively.

19 32. "Preliminary Approval Date" means the date on which the Court issues an order
20 granting preliminary approval of the proposed Settlement.

21 33. "Preliminary Approval Order" means the judicial Order to be entered by the
22 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
23 and providing for the issuance of the Notice to the Class, an opportunity to opt out of the
24 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
25 approval hearing on the fairness of the terms of Settlement, including approval of attorneys' fees
26 and costs. Provided that the motion is consistent with the terms herein, Defendants will not
27 object to Plaintiff's motion for preliminary approval but will be provided with an opportunity to
28 review and comment upon the motion before it is filed.

1 34. “QSF” means the Qualified Settlement Fund established by the Administrator for
2 the benefit of the Participating Class Members and PAGA Members, and from which the
3 settlement payments shall be made.

4 35. “Released Class Claims” shall mean any and all claims and/or causes of action as
5 well as the predicate claims based on the facts alleged in the Action, or that reasonably could
6 have been alleged based upon the factual allegations in the original and amended Complaints and
7 the PAGA Notice Letters, including all of the following: (a) all class claims alleging violations
8 of California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 221-223, 226, 226.2,
9 226.3, 256, 558, 1194, 1197, 1197.1 and 2802; (b) any and all claims for failure to pay minimum
10 and regular wages; (c) any and all claims for failure to pay for nonproductive time under Labor
11 Code § 226.2; (d) any and all claims for failure to reimburse for business expenses; (e) any and
12 all claims for failure to timely pay final wages; (f) any and all claims for improper or inaccurate
13 itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9)
14 based on the facts alleged in the Action, and including claims for injuries suffered therefrom; (g)
15 any and all claims for unreimbursed business expenses, including, but not limited to, expenses
16 incurred for personal cell phone usage; (h) any and all claims under the Business and Professions
17 Code (including Section 17200 *et seq.*) premised on the facts, claims and causes of action alleged
18 in the Action, and (i) all other claims or penalties under the wage and hour laws pleaded in the
19 Action; and all damages, penalties, interest and other amounts recoverable under all claims under
20 California and federal law, to the extent permissible, including but not limited to the California
21 Labor Code as to the facts alleged in the Action, and the applicable Wage Orders as to the facts
22 alleged in the Action. The period of the Release shall extend to the limits of the Class Period.

23 36. “Released PAGA Claims” shall mean all claims and causes of action for PAGA
24 civil penalties against the Released Parties that were alleged or that could have been alleged
25 based on the facts asserted in the Action as well as in the PAGA Notice Letters for violations of
26 Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 221-223, 226, 226.2, 226.3, 256,
27 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2699 *et seq.*, and sections of
28 the applicable wage order, as well as any claims for attorneys’ fees, litigation costs, and interest

1 allocated to those claims. The Released PAGA Claims include: (a) any and all claims for civil
2 penalties for failure to pay minimum and regular wages; (b) any and all claims for civil penalties
3 for failure to pay for nonproductive time under Labor Code § 226.2; (c) any and all claims for
4 civil penalties for failure to reimburse for business expenses; (d) any and all claims for civil
5 penalties for failure to timely pay final wages; (e) any and all claims civil penalties for improper
6 or inaccurate itemized wage statements, including any alleged violations of Labor Code Section
7 226(a)(1)-(9) based on the facts and legal theories contained in the PAGA Notice Letters; (f) any
8 and all claims civil penalties for unreimbursed business expenses, including, but not limited to,
9 expenses incurred for personal cell phone usage; and (f) all other claims for civil penalties
10 recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the
11 facts or claims alleged in the Complaint. Under *Robinson v. Southern Counties Oil Co.*, 53
12 Cal.App.5th 476 (2020), the Released PAGA Claims apply to all PAGA Members, regardless of
13 whether they request exclusion from the class. The Released PAGA Claims do not release any
14 PAGA Members' claims for wages or statutory penalties.

15 37. "Released Parties" means Defendants White Line Systems, LLC, Drive 2 Drive
16 Leasing, LLC, and their present and former parents, shareholders, owners, members,
17 predecessors, successors, all affiliates, subsidiaries, plans, agents (including any investment
18 bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers,
19 directors and employees), and any other third party who may be legally responsible for any of
20 the claims asserted in the Action or in any of the PAGA Notice Letters, and their respective
21 present and former members, officers, directors, insurers, managers, supervisors, employees,
22 agents, and stockholders.

23 38. "Release" shall mean the release and discharge of the Released Class Claims by
24 Plaintiff and all Participating Class Members and their assignees.

25 39. "Request for Exclusion" means a Class Member's submission of a written request
26 to be excluded from the Class Settlement signed by the Class Member. Specific details of how to
27 submit a "Request for Exclusion" will be provided by the Class Notice.
28

1 40. “Response Deadline” is thirty (30) calendar days from the date the Notice is
2 mailed to the Class Members.

3 41. “Service Payment” or “Service Award” means the amount approved by the Court
4 to be paid to Class Representative Salvador Ramos in addition to his Individual Class Payment
5 and Individual PAGA Payment.

6 42. “Total Settlement Amount” means Eight Hundred Twenty-Five Thousand Dollars
7 (\$825,000.00) which is the total amount to be paid by Defendants, exclusive of Defendants’
8 obligation to separately fund their respective shares of payroll taxes, as further discussed in
9 Paragraph 50(a) below. The Total Settlement Amount will be used to pay Individual Class
10 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Award,
11 Service Award and Administration Costs. This Total Settlement Amount is an all-in amount
12 without any reversion to Defendants. Defendants will fund the Total Settlement Amount as
13 outlined in Paragraph 73 below.

14 43. “Work Weeks” or “Weeks Worked” means all calendar weeks in which the Class
15 Member was employed by Defendants in California as a truck driver and worked at least one
16 shift during the week. For purposes of calculating Weeks Worked, there will no fractional
17 calculations (*i.e.*, a situation where an individual worked only one shift during a week does not
18 equal 1/7th of a Work Week, it counts as one Work Week).

19 **B. General Terms**

20 44. On July 27, 2022, Plaintiff filed a putative class action in the San Bernardino
21 County Superior Court, alleging Class Claims, including: (a) failure to pay minimum and regular
22 wages, (b) failure to pay for nonproductive time under Labor Code § 226.2, (c) failure to
23 reimburse for business expenses, (d) failure to timely pay final wages, and (e) failure to provide
24 accurate itemized wage statements; and (f) unfair and unlawful competition. On September 15,
25 2022, Plaintiff filed a First Amended Complaint, adding related claims under PAGA.

26 45. Defendants and the Released Parties deny any liability or wrongdoing of any kind
27 associated with the claims asserted in the Action, dispute the damages and penalties claimed by
28 Plaintiff, and further contend that, for any purpose other than settlement, Plaintiff’s claims are

1 not appropriate for class or representative treatment. This Settlement is a compromise of disputed
2 claims. Nothing contained in this Settlement, no documents referred to herein, and no action
3 taken to carry out this Settlement, shall be construed or used as an admission by or against
4 Defendants or any of the other Released Parties as to the merits or lack thereof of the claims
5 asserted in the Action. Defendants and the other Released Parties contend, among other things,
6 that, at all times, they have complied with all applicable state, federal and local laws related to
7 the Class Members' employment. Nevertheless, Defendants have entered into this Settlement to
8 avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement,
9 nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or
10 wrongdoing on the part of Defendants or any of the other Released Parties, or an admission that
11 class or representative action treatment would be allowed outside the settlement context.
12 Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be
13 inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in
14 this litigation or any related litigation as necessary to approve, interpret, or enforce this
15 Settlement, or in any subsequent action against or by Defendants to support a stay of such
16 subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith
17 settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue
18 preclusion or similar defense or counterclaim by any of the Released Parties.

19 46. The Class Representative believes he can proceed with the representative and
20 class claims, that the Action is meritorious, and that class certification is appropriate.

21 47. The Parties have conducted a thorough investigation into the facts of the Action.
22 This includes conducting an extensive exchange of informal discovery, including Defendants'
23 written policies and practices and confirmation regarding the uniform payroll and timekeeping
24 practices for Class Members. Class Counsel is both knowledgeable about and has done
25 extensive research with respect to the applicable law and potential defenses to the claims of the
26 Class. Class Counsel has diligently pursued an investigation of the Class Members' claims
27 against Defendants. Based on the foregoing data and on their own independent investigation and
28 evaluation, Class Counsel is of the opinion that the settlement with Defendants for the

consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

48. On June 6, 2023, Plaintiff and Defendants participated in a full-day mediation with David Phillips, a well-respected wage-and-hour mediator. At the conclusion of mediation, Mr. Phillips issued a mediator's proposal. Approximately two weeks later, the Parties accepted the mediator's proposal and reached the Settlement detailed herein.

49. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

50. Stipulation for Class Certification. For settlement purposes only, Defendants will stipulate that the Class Members described herein who do not Request Exclusion from the Class may be conditionally certified as a Class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that they would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

51. The financial terms of the Settlement are as follows:

(a) Total Settlement Amount: The Parties agree to settle this Action for Eight Hundred Twenty-Five Thousand Dollars (\$825,000) (the "Settlement Amount"), which shall be

1 jointly and severally owed and paid by Defendants. The Total Settlement Amount is the
2 maximum amount that will be paid, and includes Individual Class Payments, PAGA Payment,
3 Class Counsel Award, the Service Payment to the Class Representative, all Settlement
4 Administration Costs, and interest. Defendants shall separately pay the employer's share of
5 applicable payroll tax obligations due on the wage portions of the Individual Class Payments,
6 which shall be reported through the Settlement Administrator. The release provisions of this
7 Agreement will not take effect until Defendants have paid in full the First Installment Payment
8 of the Total Settlement Amount provided that Plaintiff retains the right to seek to void such
9 effect of the release in the event Defendants default on any subsequent installment payments as
10 such payments are set forth in this Agreement. In the event Plaintiff establishes a payment
11 default, the release provisions of this Agreement will not take effect until Defendants have paid
12 the Total Settlement Amount in full.

13 (b) Net Settlement Amount: The "Net Settlement Amount" is defined as the
14 Total Settlement Amount less the Class Counsel Award, the Service Payment to the Class
15 Representative as awarded by the Court, the Administration Costs, and PAGA Payment. If the
16 Court reduces the Attorneys' Fees and Costs Award, Service Award or Administrator Costs, or
17 either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be
18 placed in the Net Settlement Amount and allocated to the Class.

19 (c) The Individual Class Payment for each Class Member will be calculated
20 by the Administrator using the Class Data provided by Defendants as follows. Compensable
21 workweeks will be all Weeks Worked by the Class Members during the Class Period. The
22 dollars per compensable work week will be calculated by dividing the total Weeks Worked by
23 Class Members into the Net Settlement Amount to determine a per work week value
24 ("Workweek Value"). The Workweek Value will be multiplied by the number of Weeks
25 Worked by a Participating Class Member during the Class Period to determine the distribution
26 for a Participating Class Member. If there are any timely submitted Requests for Exclusion, the
27 Administrator shall proportionately increase the Individual Class Payments for each Participating
28 Class Member so that the amount actually distributed to Participating Class Members equals

1 100% of the Net Settlement Amount.

2 (d) Allocation of Individual Class Payments: The Individual Class Payments
3 to Participating Class Members will be allocated as follows: 20% will be allocated as wages
4 subject to withholding of all applicable local, state and federal taxes; and 80% will be allocated
5 for interest and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210,
6 226) from which no taxes will be withheld. The Administrator will issue to each Participating
7 Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect
8 to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.
9 Participating Class Members assume full responsibility and liability for any employee taxes
10 owed on their Individual Class Payment.

11 (e) Service Payment to Class Representative: The amount, if any, awarded to
12 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
13 exceed \$7,500, in exchange for the service that Plaintiff performed on behalf of the Class.
14 Defendants agree not to oppose this request. The Service Payment to Plaintiff will be paid out of
15 the Settlement Amount. The Class Representative will be issued an IRS Form 1099 in
16 connection with this payment. Plaintiff shall be solely and legally responsible to pay all
17 applicable taxes on this payment. The Parties agree that any amount awarded as the Service
18 Payment to Plaintiff less than the requested amount shall not be a basis for Plaintiff or Class
19 Counsel to void this Settlement Agreement. In the event that the Court reduces or does not
20 approve the requested Service Payment, Plaintiff and Class Counsel shall not have the right to
21 modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel
22 seek, request or demand an increase to the Total Settlement Amount on that basis. Should the
23 Court approve a lesser amount for the Service Payment, the difference shall be added to the Net
24 Settlement Amount to be distributed to the Participating Class Members.

25 (f) Class Counsel Award: Defendants agree to not oppose a request by Class
26 Counsel to the Court for an award of attorneys' fees of one-third of the Settlement Amount, plus
27 reasonable litigation costs not to exceed \$20,000 ("Attorney's Fees and Cost Award").
28 Defendants agree not to oppose any contention by Class Counsel that attorneys' fees should be

1 based on the common fund theory. The Class Counsel Award shall be paid from the Settlement
2 Amount, and, except for this award, Defendants shall have no further obligation to pay any
3 attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount
4 than what is sought by Class Counsel, the difference shall be added to the Net Settlement
5 Amount to be distributed to the Participating Class Members. Any Court order awarding less
6 than the amount sought by Class Counsel shall not be grounds to rescind the Settlement
7 Agreement or otherwise void the Settlement. In the event that the Court reduces or does not
8 approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right
9 to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel
10 seek, request or demand an increase to the Total Settlement Amount on that basis. The
11 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys'
12 fees and costs awarded by the Court.

13 (g) Administration Costs: The fees and other charges of the Administrator
14 will be paid from the Total Settlement Amount in the amount approved by the Court, and not
15 exceed \$8,350 based on the Administrator's all-in proposal.

16 (h) PAGA Payment: The Parties agree that \$50,000 is allocated as the PAGA
17 Payment, and is to be paid from the Total Settlement Amount, subject to Court approval. Of this
18 amount, \$37,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
19 Private Attorney General Act of 2004 ("PAGA") and \$12,500 (25%) will form the Individual
20 PAGA Payments to the PAGA Members, which shall be calculated and allocated pro-rata on a
21 Pay Period basis, which will be treated entirely as civil penalties and shall be reported as
22 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
23 Settlement.

24 (i) Tax Liability: Class Counsel, Defendants and Defense Counsel make no
25 representations as to the tax treatment or legal effect of settlement amounts called for hereunder,
26 and Plaintiff and the Class Members are not relying on any statement or representation by Class
27 Counsel or Defendants in this regard. Plaintiff, Participating Class Members, and PAGA
28 Members understand and agree that they will be solely responsible for the payment of any taxes

1 and penalties assessed on their respective Individual Class Payments and Individual PAGA
2 Payments, described herein. Forms 1099 will be distributed in the manner required by the
3 Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code,
4 the regulations promulgated thereunder, or other applicable tax law, is changed after the date of
5 this Agreement, the processes set forth in this Section may be modified in a manner to bring
6 Defendants into compliance with any such changes. Plaintiff, Participating Class Members,
7 PAGA Members and Class Counsel understand and agree that they will be solely responsible for
8 the reporting and payment of any taxes and penalties assessed on their respective payments
9 described herein. Defendants make no representation, and it is understood and agreed that
10 Defendants have made no representation, as to the taxability of any Participating Class Members
11 of any portion of the Individual Settlement Payments, as to any PAGA Members regarding the
12 Individual PAGA Payments, the payment of attorneys’ fees and expenses to Class Counsel, or
13 the payment of the Service Payment to the Class Representative. The Class Notice will advise
14 each Class and PAGA Member to seek his/her own personal tax advice prior to acting in
15 response to the Class Notice.

16 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
17 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
18 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
19 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
20 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
21 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
22 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
23 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
24 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
25 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
26 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
27 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
28 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO

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

12 (k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement.
13 Under no circumstances will any portion of the Total Settlement Amount revert to Defendants.
14 Participating Class Members and PAGA Members will not have to make a claim in order to
15 receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of
16 Individual Class Payment or Individual PAGA Payments will be made directly to each
17 Participating Class Member and PAGA Member. The Administrator shall be responsible for
18 accurately and timely reporting and remittance obligations with respect to unclaimed funds as a
19 result of a Participating Class Member and/or PAGA Member not cashing any checks delivered
20 pursuant to the Settlement by the check cashing deadline, as set forth herein.

21 (l) Class Counsel and Plaintiff believe that the Settlement is fair and
22 reasonable and will so represent same to the Court.

23 **D. Release by the Participating Class Members**

24 52. Upon entry of the Final Approval Order and Defendants funding of the Total
25 Settlement Amount and the required employer-side payroll taxes, and except as to such rights or
26 claims as may be created by this Agreement, Plaintiff and the Participating Class Members will
27 forever completely release and discharge the Released Parties from the Released Class Claims
28 for the Class Period.

1 53. Each Participating Class Member will be deemed to have made the foregoing
2 Release as if by manually signing it.

3 54. Class Representative, on behalf of himself and the Class, acknowledges and
4 agrees that the claims for unpaid wages and untimely payment of wages in the Action are
5 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
6 them with respect to such claims. Class Representative, on behalf of himself and the Class,
7 acknowledges and agrees that Labor Code § 206.5 is not applicable to the Parties or Settlement.
8 Labor Code § 206.5 provides in pertinent part as follows: "An employer shall not require the
9 execution of any release of any claim or right on account of wages due, or to become due, or
10 made as an advance on wages to be earned, unless payment of those wages has been made."

11 **E. Release of PAGA Claims**

12 55. Upon entry of the Final Approval Order and Defendants' funding of the
13 Settlement Amount and the required employer-side payroll taxes, Plaintiff, the LWDA and
14 PAGA Members shall completely release and discharge the Released Parties from the Released
15 PAGA Claims for the PAGA Period.

16 56. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any
17 PAGA Member shall have the right to opt-out or otherwise exclude themselves from releasing
18 the Released PAGA Claims.

19 57. It is the intent of the Parties that the Final Approval Order shall have full
20 equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

21 **F. Release by Plaintiff and Class Representative**

22 58. Class Representative does hereby, for himself and his former and present
23 spouses/domestic partners, agents, attorneys, heirs, successors, beneficiaries, devisees, legatees,
24 executors, administrators, trustees, conservators, guardians, personal representatives, and assigns
25 forever and completely release and discharge the Released Parties from any and all charges,
26 complaints, claims, liabilities, obligations, promises, agreements, controversies, damages,
27 actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including
28 back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest,

1 attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the
2 execution of this Agreement, whether known or unknown, suspected or unsuspected, including
3 but not limited to all claims arising out of, based upon, or relating to Class Representative's
4 employment with Defendants or the remuneration for or termination of such employment (the
5 "Class Representative's Claims").

6 59. Without limiting the generality of the foregoing, this general release by Plaintiff
7 includes all federal, state and local statutory claims, federal and state common law claims
8 (including but not limited to those for contract, tort and equity), including without limitation the
9 Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil
10 Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor
11 Standards Act, the Employment Retirement Security Income Act of 1974, the California
12 Constitution, the California Fair Employment and Housing Act, the California Unfair
13 Competition Act (California Business and Professions Code section 17200 et seq.), and the
14 California Labor Code.

15 60. Plaintiff agrees that there is a risk that any injury that he may have suffered by
16 reason of the Released Parties' relationship with him might not now be known, and there is a
17 further risk that said injuries, whether known or unknown at the date of this Settlement
18 Agreement, might possibly become progressively worse, and that as a result thereof further
19 damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and
20 discharge the Released Parties, and understands that by the execution of this Settlement
21 Agreement no further claims for any such injuries that existed at the time of the execution of this
22 Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time
23 period from the beginning of time to the execution of this Settlement Agreement.

24 61. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
25 Section 1542 of the Civil Code of the State of California and does so understanding and
26 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
27 of the State of California states:
28

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
2 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
3 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
4 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
5 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
6 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
7 OR RELEASED PARTY.

8 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
9 full and complete release and discharge of all parties, Class Representative expressly
10 acknowledges that this Settlement Agreement is intended to include in its effect, without
11 limitation, all claims that Class Representative knew of, as well as all claims that he does not
12 know or suspect to exist in his favor against the Released Parties, or any of them, for the time
13 period from the beginning of time to the execution of this Settlement Agreement, and that this
14 Settlement Agreement contemplates the extinguishment of any such Class Representative's
15 Claims. Notwithstanding the above, the general release by Class Representative shall not extend
16 to claims for workers' compensation benefits (including Workers Comp. Case ADJ 11781204),
17 claims for unemployment benefits, or other claims that may not be released by law.

18 ADEA Waiver: Without limiting the scope of this Agreement, Plaintiff agrees that this
19 Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist
20 or that he may claim to have under the Age Discrimination in Employment Act of 1967
21 ("ADEA"). Plaintiff acknowledges that he has been advised by this writing, as required by the
22 Older Workers' Benefit Protection Act: (i) his waiver and release does not apply to any rights or
23 claims that may arise after he signs this Agreement; (ii) he should consult with an attorney prior
24 to executing this Agreement; (iii) he has at least twenty-one (21) days to consider this Agreement
25 (although he may by his own choice execute this Agreement earlier); (iv) he has seven (7) days
26 following his execution of this Agreement to revoke the Agreement; and (v) this Agreement shall
27 not be effective until the next business day following the expiration of this 7-day revocation
28 period. Plaintiff may revoke this Agreement only by giving Defendant formal, written notice of
his revocation of this Agreement, addressed to: Douglas J. Farmer, Esq., at Ogletree, Deakins,
Nash, Smoak & Stewart, P.C., One Embarcadero Center, Suite 900, San Francisco, California

94111. In the event Plaintiff revokes the waiver of ADEA claims, he understands and agrees that he will not be entitled to a Service Payment.

G. Interim Stay of Proceedings

62. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as is necessary to effectuate the Settlement.

H. Notice Process

63. Appointment of Administrator. The Parties have agreed to the appointment of the Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Class Payment and Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class Members and PAGA Members, issuing all necessary tax forms, preparing declarations and reports for the Parties and the Court, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

64. Disputes Regarding Administration. Any and all disputes relating to administration of the Settlement by the Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until Plaintiff and Defendants notify the Court that all payments and obligations contemplated by this Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Administrator shall also be responsible for issuing to Plaintiff, Participating Class Members, and PAGA Members, and Class Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this Agreement.

65. Class Data. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendants shall provide the Class Data to the Administrator. The Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's

1 National Change of Address List. The Class Data provided to the Administrator will remain
2 confidential and will not be used or disclosed to anyone, except as required by applicable tax
3 authorities, pursuant to Defendants' express written consent, or by order of the Court. Although
4 Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class
5 Counsel from communicating with Class Members regarding the Action and Settlement.

6 66. Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator
7 shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary
8 calculation of all payments to be paid from the Settlement Amount, including the estimated
9 Individual Class Payments to each Class Member and Individual PAGA Payments to each
10 PAGA Member (a person's name shall be redacted and a control number used in place of the
11 name).

12 67. Notice. The Notice, as approved by the Court, shall be sent by the Administrator
13 to the Class Members, by first class mail, in English only, within ten (10) calendar days
14 following the Administrator's receipt of the Class Data. The Administrator shall use standard
15 devices, including a skip trace, to obtain forwarding addresses of Class Members if any
16 envelopes are returned.

17 68. Returned Notice Packets. The Administrator will take steps to ensure that the
18 Notice is received by all Class Members, including utilization of the National Change of Address
19 Database maintained by the United States Postal Service to review the accuracy of and, if
20 possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an
21 updated address is located within ten (10) calendar days following both the Administrator
22 learning of the failed mailing and its receipt of the updated address. The Notice shall be identical
23 to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out)
24 request or objection must be returned by the later of the Response Deadline or fifteen (15) days
25 after the remailing of the Notice.

26 69. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
27 if an envelope has not been returned to Administrator by the Response Deadline that the Class
28 Member received the Notice.

1 70. Disputes Regarding Class Data. Class Members are deemed to participate in the
2 Settlement unless they opt-out, and PAGA Members may not opt out of the Released PAGA
3 Claims. The Notice will inform Class Members of his/her estimated Individual Class Payment
4 and Individual PAGA Payment, as well as the number of weeks he/she worked during the Class
5 Period and the PAGA Period. Class Members may dispute their Weeks Worked if they feel they
6 should be credited with more Weeks Worked in the Class Period and/or PAGA Period in
7 California than Defendants' records show by timely submitting evidence to the Administrator.
8 Defendants' records will be presumed determinative absent reliable evidence to rebut
9 Defendants' records, but the Administrator will evaluate the evidence submitted by the Class
10 Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to
11 meet and confer in good faith about the evidence to determine the Class Member's actual
12 number of Work Weeks and estimated Individual Class Payment and Individual PAGA Payment.
13 If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the
14 Court to render a final decision. Class Members and PAGA Members will have until the
15 Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

16 71. Declaration of Due Diligence. The Administrator shall provide counsel for the
17 Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due
18 diligence and proof of mailing with regard to the mailing of the Notice.

19 72. Class Members' Rights. Each Class Member will be fully advised of the
20 Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion
21 from the Class portion of the Settlement. The Notice will inform the Class Members of the
22 Court-established deadlines for filing objections or requesting exclusion from the Settlement in
23 accordance with the following guidelines:

24 (a) Requests for Exclusion from Class. Any Class Member, other than
25 Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion" to
26 the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion
27 should state:
28

1 “I WISH TO BE EXCLUDED FROM THE CLASS IN THE
2 RAMOS V. WHITE LINES LAWSUIT. I UNDERSTAND THAT
3 IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
4 CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS
5 PAYMENT FROM THIS LAWSUIT.”

6 To be valid, any Request for Exclusion must include the full name, address, telephone
7 number, last four digits of the social security number or date of birth, and signature of the Class
8 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
9 Administrator at the specified address set forth in the Notice. Any such Request must be made in
10 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if
11 postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class
12 Member who timely requests exclusion in compliance with these requirements: (i) will not have
13 any rights under this Agreement, including the right to object, appeal or comment on the
14 Settlement; (ii) will not be entitled to receive the Individual Class Payment under this
15 Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member
16 who is a PAGA Member who requests timely exclusion will still be subject to the Released
17 PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA Payment.
18 All Parties and their counsel, including Defendants’ respective members, member managers,
19 owners, officers, and directors, shall not encourage or solicit opt-outs or objections, directly or
20 indirectly, through any means.

21 (b) Binding Effect on Participating Class Members. All Participating Class
22 Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and
23 the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
24 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
25 Settlement.

26 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
27 does not submit a valid and timely Request for Exclusion may object to the terms of this
28 Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her

1 objection which must be postmarked by the Response Deadline at the address set forth in the
2 Notice. Such objection shall include the Objecting Class Member's full name, address,
3 telephone number, last four digits of the social security number or date of birth, signature, and
4 dates of employment with Defendant, in addition to the case name and number, the basis for the
5 objection, including any legal support and each specific reason in support of the objection, as
6 well as any documentation or evidence in support thereof, and, if the Objecting Class Member is
7 represented by counsel, the name and address of his or her counsel. The Administrator shall
8 provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days
9 of receipt, and the Administrator shall attach the same to its declaration of due diligence and file
10 with the Court prior to the Final Approval Hearing. An Objecting Class Member remains
11 eligible to receive monetary compensation from the Settlement. Plaintiff and Defendants shall
12 not be responsible for any fees, costs, or expenses incurred by an Objecting Class Member
13 and/or his or her counsel related to any objections to the Settlement. Submitting an objection
14 does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by
15 becoming a party of record by timely and properly intervening or filing a motion to vacate the
16 judgment under Code of Civil Procedure § 663.

17 (d) Failure to Object. Any Class Member who does not timely and properly
18 become a party of record by intervening or filing a motion to vacate the judgment waives any
19 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
20 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
21 under California Code of Civil Procedure section 473, and extraordinary writs.

22 (e) Responses to Objections. Counsel for the Parties may file a response to
23 any objections submitted by an Objecting Class Member at least five (5) court days before the
24 date of the Final Approval Hearing.

25 (f) Class Members will have until the Response Deadline to object or submit
26 a Request for Exclusion to the Administrator by U.S. Mail. The Administrator shall disclose
27 jointly to Class Counsel and Defense Counsel what objections or Requests for Exclusion were
28 timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

1 73. Funding of the Total Settlement Amount. Defendants will fund the Total
2 Settlement Amount as follows: (a) one-half (50%) by the later of 10 days after the Effective Date
3 or June 10, 2024; (b) one-quarter (25%) by the later of 10 days after the Effective Date or
4 September 10, 2024; (c) the final one-quarter (25%) by the later of 10 days after the Effective
5 Date or December 10, 2024. Defendants shall wire the installment payments to an account to be
6 established and maintained by the Administrator. The Administrator shall establish and maintain
7 a Qualified Settlement Fund for the collection and administration of settlement funds. The
8 Administrator will establish and circulate a schedule of the due dates for the installment
9 payments. Upon full funding of the Total Settlement Amount, the Administrator will prepare
10 calculations as to the employer-side payroll taxes that Defendants shall separately fund.

11 74. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
12 Total Settlement Amount is fully completed by Defendants the Administrator shall mail the
13 Individual Class Payments to the Participating Class Members, the Individual PAGA Payments
14 to the PAGA Members, the payment to Class Counsel for the Class Counsel Award, any Service
15 Payment to the Class Representative, the payment to the LWDA for its share of the PAGA
16 Payment, and will pay itself the Administration Costs.

17 75. Deadline for Cashing Settlement Checks. Participating Class Members and
18 PAGA Members shall have 180 calendar days after mailing by the Administrator to cash their
19 settlement checks. The release will be binding upon all Participating Class Members who do not
20 cash their checks within the 180-day period. In the event that any settlement check is returned to
21 the Administrator within 180 days of mailing, the Administrator will, within five (5) business
22 days of receipt of the returned settlement check, perform a skip trace to locate the individual, and
23 notify Defense Counsel and Class Counsel of the results. If a new address is located by these
24 means, the Administrator will have ten (10) business days to re-issue the check. Neither
25 Defendants, Defense Counsel, Class Counsel, Plaintiff, nor the Administrator will have any
26 liability for lost or stolen settlement checks, forged signatures on settlement checks, or
27 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a
28 Participating Class Member and/or PAGA Member notifies the Administrator that he or she

believes that a settlement check has been lost or stolen, the Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Administrator will issue a replacement check.

(a) If any Participating Class Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member.

(b) If any PAGA Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the PAGA Member.

I. No Effect on Employee Benefits: The Service Payment, Individual Settlement Payments and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (*e.g.*, vacations, holiday pay, retirement plans, etc.) of the Plaintiff, Participating Class Members and PAGA Members. The Parties agree that any Service Payment, Individual Settlement Payments, and Individual PAGA Payments paid to Plaintiff, Participating Class Members and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Service Payment, Individual Settlement Payments and Individual PAGA Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

J. Duties of the Parties Prior to the Court's Approval

76. Promptly after execution of this Agreement, Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Approving as to form and content the proposed Notice;

(b) Directing the mailing of the Notice by first class mail to the Class Members;

(c) Preliminarily approving this Settlement;

(d) Preliminarily certifying the class for purposes of this Settlement;

(e) Advising the LWDA of the proposed Settlement; and

(f) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate.

K. Duties of the Parties Following Court's Final Approval

77. In connection with the Final Approval Hearing provided for in this Agreement, Class Counsel shall submit a proposed Final Approval Order:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Administrator for costs of administering the settlement; and
- (c) Entering judgment approving settlement.

L. Voiding the Agreement

78. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Agreement which effects a fundamental change of the Settlement, the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

79. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will have no further obligations under the Settlement, including any obligation by Defendants to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

80. If the Settlement is voided or fails for any reason, any costs incurred by the Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in this Agreement.

1 81. Defendants retain the right, in the exercise of their sole discretion, to nullify the
2 settlement within fifteen (15) days after expiration of the opt out period, if the total number of
3 class members excluded from the settlement reduces the total weeks worked by the Settlement
4 Class by five percent (5%) or more. If Defendants elect to terminate the settlement they shall be
5 responsible for payment of the cost of administration incurred with the Administrator.

6 **M. Other Terms**

7 82. Waiver. The waiver by one Party of any breach of this Agreement by another
8 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

9 83. Parties' Authority. The signatories hereto represent that they are fully authorized
10 to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

11 84. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
12 accomplish the terms of this Agreement, including but not limited to, execution of such
13 documents and to take such other action as may reasonably be necessary to implement the terms
14 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
15 contemplated by this Agreement and any other efforts that may become necessary by order of the
16 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
17 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
18 cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's
19 preliminary and final approval of the settlement, and the final entry of judgment.

20 85. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
21 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
23 cause of action or rights released and discharged by this Agreement.

24 86. No Admission. Defendants and the other Released Parties deny any and all
25 liability to Plaintiff and/or any Class Member and/or PAGA Member in this Action, as to any
26 and all causes of action that were asserted or that might have been asserted in this Action.
27 Nonetheless, Defendants wish to settle and compromise the matters at issue in the Complaint to
28 avoid further substantial expense and the inconvenience and distraction of protracted and

1 burdensome litigation. Defendants have taken into account the uncertainty and risks inherent in
2 litigation, and without conceding any infirmity in the defenses that they have asserted or could
3 assert against Plaintiff, have determined that it is desirable and beneficial that Plaintiff's claims be
4 settled in the manner and upon the terms and conditions set forth in this Agreement.

5 87. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
6 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
7 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
8 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
9 Agreement with the intention of avoiding further disputes and litigation with the attendant
10 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
11 related documents such as the notices, and motions for preliminary and final approval, shall,
12 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
13 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
14 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
15 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
16 approved, the stipulation will be of no force or effect.

17 88. No Publicity. The Parties will not publicize the Settlement or disclose it to third
18 parties prior to the Court granting Preliminary Approval, except as required or necessary to
19 effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and
20 Class Representative agree that they will not discuss the Settlement with the media, any
21 settlement and verdict reporting service, any social media postings or other Internet postings.
22 Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or
23 other case materials in the Action related to seeking and obtaining Court approval of this
24 Settlement and the related awards of attorneys' fees and costs, or to communications with Class
25 Members or their representatives about this Settlement, including through the posting of Court-
26 filed documents on Class Counsel's websites for access solely by the Class Members, or to
27 prevent the Parties or their representatives from communicating with financial or legal advisors
28 regarding the Settlement. In response to any media inquiry, Class Counsel may state only that

1 the Action has been settled on terms mutually agreeable to the Parties.

2 89. Notices. Unless otherwise specifically provided herein, all notices, demands or
3 other communications given hereunder shall be in writing and shall be deemed to have been duly
4 given as of the third business day after mailing by United States registered or certified mail,
5 return receipt requested, addressed:

6 *To the Class:*

7 Brian J. Mankin
8 *brian@lmlfirm.com*
9 Lauby, Mankin & Lauby LLP
10 5198 Arlington Ave, PMB 513
11 Riverside, CA 92504
12 Tel: (951) 320-1444 | Fax: (951) 320-1445

11 *To Defendants:*

12 Douglas J. Farmer, Esq,
13 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
14 One Embarcadero Center, #900
15 San Francisco, CA 94111
16 Tel: 415-442-4869 | Fax: 415-442-4870
17 *douglas.farmer@ogletree.com*

17 90. Construction. The Parties hereto agree that the terms and conditions of this
18 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
19 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
20 to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff
21 and Defendants expressly waive the common-law and statutory rule of construction that
22 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
23 and represent that the language in all parts of this Agreement shall be in all cases construed as a
24 whole, according to its fair meaning.

25 91. Captions and Interpretations. Paragraph titles or captions contained herein are
26 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
27 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
28 contractual and not merely a recital.

1 92. Modification. This Agreement may not be changed, altered, or modified, except
2 in writing and signed by the Parties hereto, and approved by the Court. This Settlement
3 Agreement may not be discharged except by performance in accordance with its terms or by a
4 writing signed by all of the Parties hereto.

5 93. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
6 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
7 provide written notice to the other Party and allow an opportunity to cure the alleged
8 deficiencies, and Plaintiff and Defendants may agree to seek the help of the Mediator to resolve
9 any dispute they are unable to resolve informally. During this period, the Parties shall bear their
10 own attorneys' fees and costs. This provision shall not apply to any legal action or other
11 proceeding instituted by any person or entity other than Plaintiff or Defendant.

12 94. Choice of Law. This Settlement Agreement shall be governed by and construed,
13 enforced and administered in accordance with the laws of the State of California, without regard
14 to its conflicts-of-law rules.

15 95. Integration Clause. This Settlement Agreement contains the entire agreement
16 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
17 or contemporaneous agreements, understandings, representations, and statements, whether oral
18 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
19 hereunder may be waived except in writing.

20 96. Binding On Assigns. This Agreement shall be binding upon and inure to the
21 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
22 successors and assigns.

23 97. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
24 because the members of the Class are numerous, it is impossible or impractical to have each
25 Class Member execute this Agreement. The Notice will advise all Class Members of the binding
26 nature of the release provided herein and such shall have the same force and effect as if this
27 Agreement were executed by each Class Member.
28

1 98. Counterparts. This Agreement may be executed in counterparts, and when each
2 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
3 original, and, when taken together with other signed counterparts, shall constitute one fully
4 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic
5 signatures shall have the same force and effect as an original.

6
7 Dated: January 24, 2024

PLAINTIFF AND CLASS REPRESENTATIVE:


Salvador Ramos (Jan 24, 2024 00:13 PST)

Salvador Ramos

8
9
10 Dated: January __, 2024

DEFENDANT WHITE LINE SYSTEMS, LLC

11
12
13 By: _____ (name)
14 _____ (title)

15
16 Dated: January __, 2024

DEFENDANT DRIVEN 2 DRIVE LEASING, LLC

17
18
19 By: _____ (name)
20 _____ (title)

1 98. Counterparts. This Agreement may be executed in counterparts, and when each
2 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
3 original, and, when taken together with other signed counterparts, shall constitute one fully
4 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic
5 signatures shall have the same force and effect as an original.

6
7 Dated: January __, 2024

PLAINTIFF AND CLASS REPRESENTATIVE:

8
9 _____
Salvador Ramos

10 Dated: January 24, 2024

DEFENDANT WHITE LINE SYSTEMS, LLC

11
12 _____
13 By: Alonzo James White (name)
14 Owner (title)

15
16 Dated: January 24, 2024

DEFENDANT DRIVEN 2 DRIVE LEASING, LLC

17
18 _____
19 By: Alonzo James White (name)
20 Owner (title)

1 **APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED**
2 **PLAINTIFF AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON**
3 **BEHALF OF THE SETTLEMEN GROUP:**

4 Dated: January 24, 2024

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

5
6 

7 Brian J. Mankin
8 Attorneys for Plaintiff

9 **APPROVED AS TO FORM AND CONTENT ON BEHALF OF DEFENDANT:**

10 Dated: January 25, 2024

COUNSEL FOR DEFENDANTS
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

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13 

14 Douglas J. Farmer, Esq.
15 Attorneys for Defendants
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EXHIBIT “B”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00499 Ramos v White Lines
Systems (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Salvador Ramos</u> <u>14000-00499 Ramos v White Lines Systems</u>									
06-23-2022	Approved	Postage for June 2022	Non-Billable	E108 Postage	Chiarito, Tracie	24.38	0.00	1.00	24.38
06-23-2022	Approved	58 copies @ .06 - Letters to LWDA and Employers	Non-Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	58.00	3.48
06-23-2022	Approved	Fee to submit PAGA letter to LWDA	Non-Billable	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
07-28-2022	Approved	Bosco Inv #7420835 File and conform. -Certificate of Assignment -Civil Case Cover Sheet -Summons -Complaint *Advance fees, complex case* Court: San Bernardino County Superior Court - Central District Completed on: 07/27/2022	Non-Billable	Attorney Service	Chiarito, Tracie	1,623.25	0.00	1.00	1,623.25
09-16-2022	Approved	Bosco Inv #7656070 File and conform. -Amended Civil Case Cover Sheet -Amended Summons -First Amended Complaint Court: San Bernardino County Superior Court - Central District Completed on: 09/15/2022	Non-Billable	Attorney Service	Chiarito, Tracie	46.50	0.00	1.00	46.50
10-10-2022	Approved	San Bernardino Superior Court fees for copy of CMO	Non-Billable	E112 Court fees	Chiarito, Tracie	4.00	0.00	1.00	4.00
11-17-2022	Approved	TurboCourt Fee to File (2) Notice and Acknowledgment of Receipt	Non-Billable	Attorney Service	Chiarito, Tracie	19.90	0.00	1.00	19.90
11-17-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	34.95	0.00	1.00	34.95

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00499 Ramos v White Lines
Systems (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Salvador Ramos									
14000-00499 Ramos v White Lines Systems									
Bosco Inv #7959809 File and conform Amended Summons First Amended Complaint Amended CCCS Court: San Bernardino County Superior Court - Central District Completed on: 11/16/2022									
12-09-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	94.00	0.00	1.00	94.00	
Courtcall ID #11630616 for 12/8/22 CMC									
12-15-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95	
Receipt for TurboCourt - file Notice of Ruling									
01-06-2023	Approved	Non-Billable	E125 Mediation fees	Chiarito, Tracie	7,450.00	0.00	1.00	7,450.00	
Signature Resolution Inv #41346 for 4/13/23 mediation with David Phillips, Esq.									
02-08-2023	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00	
Courtcall ID #11653492 for 2/7/23 CMC									
06-08-2023	Approved	Non-Billable	E119 Experts	Chiarito, Tracie	1,825.00	0.00	1.00	1,825.00	
Berger Consulting Group Inv #8480									
07-25-2023	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95	
TurboCourt Order #8150756 - file Joint Statement									
08-08-2023	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00	
Courtcall ID #11727291 for 8/7/23 CMC									
10-20-2023	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	18.62	0.00	1.00	18.62	
Onelgal Order #21439708 - file Joint Statement re MPA									
10-25-2023	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00	
Courtcall ID #11756871 for 10/24/23 hearing									
12-05-2024	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	216.55	0.00	1.00	216.55	

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00499 Ramos v White Lines
Systems (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Salvador Ramos</u>									
<u>14000-00499 Ramos v White Lines Systems</u>									
Bosco Inv #10352761									
File and conform.									
-Motion									
-Declaration x3									
-Proposed Order									
Court: San Bernardino County Superior Court - Central District									
Completed on: 02/01/24									
02-06-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	15.39	0.00	1.00	15.39
OneLegal Order #W22111007 - submit MPA for filing									
02-22-2024	Approved		Non-Billable	E112 Court fees	Chiarito, Tracie	2.50	0.00	1.00	2.50
Copy of signed order on MPA									
02-22-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11798786 for 2/22/24 CMC									
03-05-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
Bosco Inv #10525494									
File and conform									
Supplemental Declaration of Brian Mankin									
Court: San Bernardino County Superior Court - Central District									
Completed on: 03/01/2024									
07-31-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	300.00	0.00	1.00	300.00
Estimated costs to file MFA and supporting documents									
08-22-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	114.00	0.00	1.00	114.00
Courtcall for MFA									

Project Total 12,235.37
Client Total 12,235.37
Grand Total 12,235.37

EXHIBIT “C”