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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 ANTHONY KING, on behalf of himself, all
14 others similarly situated, and the general
public,

15 Plaintiff,

16 v.

17 CUSTOM AIR TRUCKING, INC., a
18 California corporation; and DOES 1-50,
inclusive,

19 Defendants.
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CASE NO. BC620732

**STIPULATION OF SETTLEMENT AND
RELEASE**

Action Filed: May 19, 2016

Trial Date: None

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1 class action treatment under California Code of Civil Procedure section 382 or representative action
2 treatment except pursuant to a settlement, due to the intractable management problems and issues of
3 individualized proof that would have been associated with a class action and a class-wide trial.

4 **Section 1.2 Parties' Statements and Recognition of the Benefits of the Settlement**

5 Class Counsel has conducted an investigation into the facts of the Action and Plaintiff's and
6 Settlement Class Members' claims, including through discovery, informal disclosures between the
7 Parties, and other investigations undertaken by counsel for Plaintiff. Furthermore, the Parties
8 engaged in extensive negotiations and exchange of data, documents, information in mediation with
9 mediator Steven Rottman. As a result, Class Counsel have concluded that the Settlement Agreement
10 is fair, reasonable, reasonable, and adequate and is in the best interest of the Settlement Class in light
11 of all known facts and circumstances, including the likely damages, risk of significant delay, risk that
12 the Lawsuit would not proceed on a class action basis, defenses asserted by Defendant, and numerous
13 potential appellate issues.

14 Defendant denies each and all of the claims in this Lawsuit. Nevertheless, Defendant has
15 concluded that further conduct of the Lawsuit would be protracted and expensive. Defendant,
16 therefore, has determined that it is desirable and beneficial that the Lawsuit be settled in a manner
17 and upon the terms and conditions set forth in the Settlement Agreement. Neither this Settlement
18 Agreement, nor any document referred to or contemplated herein, nor any action take to carry out this
19 Settlement Agreement is, may be construed as, or may be used as, an admission, concession, or
20 indication by or against Defendant of any fault, wrongdoing or liability whatsoever.

21 **II. TERMS OF THE SETTLEMENT AGREEMENT**

22 IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff (for himself and the
23 Settlement Class) and Defendant, by and through its attorneys, that subject to final approval by the
24 Court, the Lawsuit will be finally and fully compromised, released, resolved, discharged, and settled,
25 and will be dismissed in its entirety with prejudice, subject to the terms and conditions of this
26 Settlement Agreement, as follows:

27 **Section 2.1 Definitions**

28 As used in this Settlement Agreement, the following terms have the meanings specified

below:

2.1.1 “Administrative Costs” means the estimated reasonable cost by the Claims Administrator, including for providing Notice, various efforts to locate class members, administering payment of claims on behalf of the Settlement Class, and administering payments to Plaintiff and Class Counsel.

2.1.2 “Applicable Period” shall mean the period from May 19, 2012, to the date on which the Court enters an Order Granting Preliminary Approval.

2.1.3 “Attorneys’ Fees and Costs” refers to the fees and costs amount to be paid to Class Counsel under Section 2.5.2 of this Settlement Agreement.

2.1.4 “Claims Administrator” means the firm of Rust Consulting, Inc., which is the entity that has been selected by Defendant to provide notice of this proposed class action settlement to the Settlement Class and to perform other related functions to administer the settlement contemplated by this Settlement Agreement as described herein.

2.1.5 “Class Counsel” means the attorney representing Plaintiff in this Lawsuit: Shaun Setareh, Setareh Law Group, 9454 Wilshire Boulevard, Suite 907, Beverly Hills, California 90212.

2.1.6 “Court” shall mean the California Superior Court for the County of Los Angeles, and any Court-appointed referee or agent of the Court or other judicial entity with jurisdiction over this matter.

2.1.7 “Defendant” means Custom Air Trucking, Inc.

2.1.8 “Effective Date” means as follows:

(a) Seven (7) days after *all* of the following conditions have been satisfied:

(i) Execution of this Settlement Agreement and General Release by Plaintiff in accordance with Sections 2.5.3(d) and 2.7.2, and execution of the Settlement Agreement by Defendant, Class Counsel and counsel for Defendant;

(ii) Expiration of the Notice Period (deadline to opt-out) as defined in the Notice;

(iii) Five percent (5%) or fewer of the members of the Settlement Class submit timely and valid requests to opt-out of a Settlement Class (or if more than five percent

1 (5%) opt-out, Defendant does not exercise its right to rescind and void the Settlement
2 Agreement as set forth in Section 2.4.1); and,

3 (iv) Entry of a final order by the Court approving this Settlement
4 Agreement and entering final disposition with respect to the Action. Except that, in the event
5 there are written objections made prior to the formal fairness hearing, or an appeal of the
6 Court's approval of the settlement taken, then the Effective Date shall be the later of the
7 following events: when the period for filing any appeal, writ or other appellate proceeding
8 opposing the settlement has elapsed and the issues fully and finally resolved without remand,
9 and without any further appeal, writ or other appellate proceeding having been filed; or any
10 appeal, writ or other appellate proceeding opposing the settlement has been dismissed finally
11 and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other
12 appellate proceeding has upheld the Court's final order with no right to pursue further
13 remedies or relief. The occurrence of the Effective Date is a prerequisite to any distributions
14 from the Settlement Fund.

15 (b) In the event that the Court does not execute and file an Order of Final
16 Approval; that any such Order of Final Approval does not become final for any reason, or is modified
17 in any material respect (other than a modification, reduction, or denial of Class Counsel's application
18 for Attorneys' Fees and Costs or a modification, reduction, or denial of the application for a Service
19 Award for Plaintiff); that the Effective Date does not occur; or that any of the conditions set forth
20 above do not occur, this Settlement Agreement shall be deemed null and void and shall be of no force
21 or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever.

22 2.1.9 "Final Fairness Hearing" means the hearing to be conducted by the Court, or any other
23 court taking jurisdiction of this matter, to determine whether to finally approve the settlement.

24 2.1.10 "General Release" means a release of all claims against Defendant and Released
25 Parties, in the form attached hereto as **Exhibit A**, which shall be executed by Plaintiff concurrently
26 with Final Approval of this Settlement Agreement by the Court.

27 2.1.11 "Lawsuit" or "Action" means *King v. Custom Air Trucking, Inc.*, Case No. BC620732,
28 pending in the California Superior Court for the County of Los Angeles.

2.1.12 "Motion for Preliminary Approval" refers to the motion for preliminary approval of this settlement and its supporting papers.

2.1.13 "Net Settlement Fund" or "Net Settlement Amount" shall be the Settlement Amount less all Administrative Costs, Attorneys' Fees and Costs, PAGA Payment to the California Labor & Workforce Development Agency ("LWDA"), and a Service Award, as approved by the Court. The Net Settlement Amount shall be available for Settlement Payments to the Participating Settlement Class Members.

2.1.14 "Notice of Settlement" refers to the official notice of settlement of class action, materially in the form attached hereto as **Exhibit B**.

2.1.15 "Notice Period" refers to the time period of forty-five (45) days from the first mailing date postmarked on the first Notice of Settlement mailed by the Claims Administrator.

2.1.16 "Opt-Out Date" refers to the expiration of the Notice Period, by which time Settlement Class Members who do not wish to be part of the settlement and who are permitted to opt out of this Settlement must have timely and properly opted-out of the Settlement Class as described herein.

2.1.17 "Order Granting Preliminary Approval" refers to the Court order or statement of decision granting preliminary approval to this Settlement Agreement.

2.1.18 "Order of Final Approval" and "Final Approval" means an order that finally and unconditionally grants final approval of the Settlement Class for settlement purposes only, authorizes payments to the Claims Administrator, Participating Settlement Class Members, Plaintiff, and Class Counsel as provided in this Agreement, and fully and finally extinguishes the Released Claims of the Participating Settlement Class as set forth herein, which the Parties shall submit in a mutually agreed upon form.

2.1.19 "PAGA Payment" means the funds allocated for the settlement and full release of any and all claims for civil penalties that could have been made in this Action by the Settlement Class Members under PAGA, Cal. Labor Code § 2698, *et seq.*

2.1.20 "Participating Settlement Class" and "Participating Settlement Class Member" means Plaintiff and all Settlement Class Members who do not submit a timely and valid request for exclusion pursuant to Section 2.8 of this Settlement Agreement.

1 2.1.21 "Plaintiff" means Plaintiff Anthony King.

2 2.1.22 "Released Claims" means any and all claims, debts, liabilities, demands, obligations,
3 guarantees, penalties, costs, expenses, attorneys' fees, damages, liquidated damages, action or causes
4 of action whatever kind or nature, whether known or unknown, contingent or accrued, against the
5 Defendant or the Released Parties or any of them, under any state, municipal or federal statute,
6 ordinance, regulation, order or common law, arising out of or related to all wage and hour claims
7 based on the factual allegations in Plaintiff's Complaint and First Amended Complaint, including
8 without limitation claims related to meal periods, rest periods, failure to pay hourly wages, failure to
9 pay piece rate wages, failure to provide accurate wage statements, delay of wages or compensation,
10 waiting time penalties, unreimbursed expenses, classification of drivers as independent contractors
11 and any and all claims associated therewith. Released Claims include any unknown claims that the
12 Participating Settlement Class Members do not know or suspect to exist in his or her favor, which if
13 known by him or her, might have affected this Settlement Agreement with Defendant and the release
14 of the Released Parties. Released Claims relate to the Applicable Period.

15 2.1.23 "Released Parties" means Defendant, including all of Defendant's predecessors,
16 successors, affiliates, subsidiaries, parent companies, partners, current and past employees, insurers,
17 agents, consultants, independent contractors, legal representatives and any other related entities
18 (including but not limited to Custom Goods LLC and CG Transportation LLC) and all of their past,
19 present and future officers, shareholders, owners, members, directors, partners, agents, managers,
20 lawyers, employees, independent contractors, assigns, insurers, predecessors-in-interest, successors-
21 in-interest, and underwriters.

22 2.1.24 "Service Award" means a Court-approved sum to be paid to the Plaintiff in
23 accordance with Section 2.5.3.

24 2.1.25 "Settlement Class" means all drivers who drove trucks provided by Defendant during
25 the period April 18, 2014, to June 5, 2017.

26 2.1.26 "Settlement Class Member" means the individuals in the Settlement Class.
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1 2.1.27 “Settlement Fund” or “Settlement Amount” refers to \$250,000.00, which is the total
2 and maximum amount Defendant or the Released Parties will be required to pay under this
3 Settlement. The Settlement Fund will be distributed in accordance with Section 2.5.

4 2.1.28 “Settlement Payments” means the amounts to be paid to individual Participating
5 Settlement Class Members pursuant to the terms and conditions of this Settlement Agreement.

6 **Section 2.2 Settlement of the Lawsuit**

7 It is agreed by and among the Plaintiff, the Participating Settlement Class and Defendant that
8 the Lawsuit, including any and all wage and hour claims based on the factual allegations in the
9 Complaint and First Amended Complaint, including the Released Claims, and any and all claims,
10 damages, remedies sought or causes of action alleged in the Complaint or that could have been
11 alleged based on the pleaded allegations, shall be settled and compromised as between the Plaintiff,
12 the Participating Settlement Class and Defendant, subject to the terms and conditions set forth in this
13 Settlement Agreement and the approval of the Court, including through any Court-appointed referee
14 or agent of the Court or other judicial entity with jurisdiction over this matter.

15 **Section 2.3 Conditional Certification of the Settlement Class for Settlement Purposes Only**

16 2.3.1 For settlement purposes only, the Parties stipulate to conditional certification of the
17 Settlement Class.

18 2.3.2 The Parties stipulate that Plaintiff Anthony King shall be appointed as Class
19 Representative.

20 2.3.3 The Parties stipulate that Shaun Setareh of the Setareh Law Group shall be appointed
21 as Class Counsel.

22 2.3.4 The conditional certification of the Settlement Class and appointment of Class
23 Counsel by the Court shall be binding only with respect to the settlement of this Action. In the event
24 that this Settlement Agreement is terminated pursuant to its terms, the certification of the Settlement
25 Class shall be vacated, the Action shall proceed as though the Settlement Class had never been
26 certified, and this Settlement Agreement shall be of no force or effect.

2.3.5 The Parties agree that, for any claim that is not alleged in the First Amended Complaint, the statute of limitations has and will continue to run on those claims and no such claims will relate back to the filing of any of the pleadings in this Lawsuit.

Section 2.4 Cancellation of Settlement Agreement

2.4.1 In the event that five percent (5%) of the members of the Settlement Class submit timely and valid requests to opt out of this Settlement or are otherwise deemed by the Court not to be bound by this Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in its furtherance will be thereby null and void. Defendant must exercise this right of rescission in writing within fourteen (14) calendar days after the later of the end of the Notice Period or the date that the Claims Administrator notifies the Parties in writing that five percent of the Settlement Class has opted out.

2.4.2 Defendant will provide its tax return for the 2016 tax year to Class Counsel when filed subject to a protective order. Class Counsel may rescind the Settlement Agreement if Class Counsel believes in good faith that the tax return is inconsistent with the unsigned, unfiled 2016 tax return shown to Class Counsel during mediation and it is in fact materially inconsistent. Class Counsel must exercise this right of rescission within three (3) calendar days after Defendant provides the tax return to Class Counsel.

Section 2.5 Settlement Fund Distribution

2.5.1 Settlement Fund. In consideration for settlement of the Action and the release of all Released Claims of the Participating Settlement Class, Defendant agrees to pay the sum of two hundred and fifty thousand dollars (\$250,000.00) ("Settlement Fund" or "Settlement Amount") for Administrative Costs, a Service Award, Settlement Payments, Attorneys' Fees and Costs, and PAGA Payment in connection with the Settlement Class Members' claims under PAGA. The Settlement Fund is to be allocated to the Claims Administrator, Class Counsel, Plaintiff, Participating Settlement Class Members, and the LWDA as described herein. The Settlement Fund is the maximum total amount Defendant is required to pay for any and all purposes under this Settlement Agreement, and in connection with the termination of this Lawsuit.

2.5.2 Attorneys' Fees and Costs.

1 (a) In consideration for settling this Action and in exchange for the release of all
2 Released Claims by the Participating Settlement Class as set forth in Section 2.7 of this Settlement
3 Agreement and the General Release of all claims by Plaintiff, Class Counsel will apply for an award
4 of Attorneys' Fees and Costs, including attorneys' fees in an amount up to, but not to exceed thirty-
5 three and one third percent (33 1/3%) of the Settlement Fund (\$83,333.33), and up to \$22,500 in
6 actual and documented costs of litigation, all of which shall be paid exclusively from the Settlement
7 Fund, and will compensate Class Counsel for the work already performed in the Action and the work
8 remaining to be performed in documenting the Settlement, securing Court approval of the Settlement,
9 administering the Settlement, obtaining dismissal of the Action with prejudice, and defending against
10 any appeals, as well as all associated expenses.

11 (b) Class Counsel, Plaintiff, and any Participating Settlement Class Member, will
12 not apply to the Court for any payment of attorneys' fees and costs that are in addition to the
13 foregoing or that exceed the Settlement Fund. The Parties agree that, over and above the Court-
14 approved Attorneys' Fees and Costs awarded in this Lawsuit, each of the Parties, including all
15 Participating Settlement Class Members, shall bear their own fees and costs, including, but not
16 limited to, those related to the investigation, filing, prosecution, or settlement of the Lawsuit; the
17 negotiation, execution, or implementation of this Settlement Agreement; and/or the process of
18 obtaining, administering, or challenging a certification order and/or Final Approval.

19 (c) In the event that the Court denies, modifies, or reduces Class Counsel's request
20 for Attorneys' Fees and Costs, then Plaintiff, Class Counsel, and the Participating Settlement Class
21 may not seek modification or cancellation of this Agreement and will not seek, request, or demand an
22 increase in the Settlement Amount.

23 (d) If Class Counsel appeal the Court's ruling on their application for Attorneys'
24 Fees and Costs, the ruling of the appellate court (regardless of its substance) shall not constitute a
25 material alteration of a term of this Settlement Agreement.

26 (e) All claims for attorneys' fees or costs or expenses that Class Counsel, Plaintiff,
27 and the Settlement Class Members may possess against Defendant or the Released Parties have been
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1 compromised and resolved in this Settlement Agreement and shall not be affected by any appeal that
2 Class Counsel may file.

3 2.5.3 Plaintiff Service Award.

4 (a) In addition to the Settlement Payment determined to be due to the Plaintiff as a
5 Participating Settlement Class Member under this Settlement Agreement, Class Counsel and Plaintiff
6 may petition the Court for a Service Award for Plaintiff, in the total amount of no more than
7 \$10,000.00. Any such petition shall be filed concurrently with Class Counsel's application for
8 Attorneys' Fees and Costs. Any Service Award approved by the Court in conjunction with the
9 Settlement shall be paid solely from the Settlement Fund and shall reduce the amount of the Net
10 Settlement Fund payable to the Settlement Class Members.

11 (b) The Service Award shall be distributed by the Claims Administrator in
12 accordance with Section 2.11 of this Settlement Agreement as non-wage penalties and interest, not
13 subject to payroll withholdings, and shall be reported on an IRS Form 1099. Plaintiff will be solely
14 responsible for reporting and correctly characterizing the Service Award for any federal, state and
15 local tax purposes and he is solely responsible for paying any taxes owing on the Service Award.
16 Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service and any
17 other relevant taxing authority the amounts required by law, if any, to be withheld by Defendant or
18 the Claims Administrator from the Service Award. In addition, Plaintiff shall hold Defendant and the
19 Released Parties harmless and indemnify and defend Defendant and Released Parties for all taxes,
20 interest, penalties, and costs incurred by Defendant or the Released Parties by any reason of any
21 claims relating to the non-withholding of taxes from the Service Award.

22 (c) In the event that the Court denies, modifies, or reduces Plaintiff's request for a
23 Service Award, Plaintiff may not seek modification or cancellation of this Settlement Agreement and
24 will not seek, request, or demand an increase in the Settlement Amount.

25 (d) Plaintiff shall receive payment of Service Award and any other payment under
26 this Settlement Agreement only after executing and delivering to Defendant this Settlement
27 Agreement and a separate General Release of all known and unknown claims against Defendant and
28 the Released Parties. As consideration for the Service Payment under this Section, and subject to the

1 Court approving this Settlement Agreement, Plaintiff will execute a General Release as to any and all
2 claims he may have against Defendant and the Released Parties, whether the claim is known or
3 unknown, in the form attached hereto as **Exhibit A** and limit communications pursuant to Section
4 2.15. Plaintiff will not apply for work or employment or accept work or employment with Defendant
5 or any of its affiliates and subsidiaries (including but not limited to Custom Goods LLC and CG
6 Transportation LLC). In the event that Plaintiff is subsequently engaged by or employed or accepts
7 work or employment with Defendant or any of its affiliates and subsidiaries (including but not limited
8 to Custom Goods LLC and CG Transportation LLC), then Defendant and the Released Parties
9 reserve the right to terminate that Plaintiff immediately pursuant to this Settlement Agreement, and
10 Plaintiff releases Defendant and the Released Parties from, and irrevocably waives, any claims
11 stemming from any such termination for any reason.

12 2.5.4 Claims Administration Expenses. The Claims Administrator shall be paid for the
13 Administrative Costs of the Settlement, an estimated fee of [\$10,000.00]. These costs include
14 without limitation the mailing of notice, establishing a toll-free number, tracking requests for
15 exclusion, and disbursement of the Settlement Fund. No fewer than ten court days prior to the Final
16 Fairness Hearing, the Claims Administrator shall provide the Court and all counsel for the Parties
17 with a statement detailing the Administrative Costs. The Parties agree to cooperate in the settlement
18 administration process and to make all efforts to control and minimize the costs and expenses
19 incurred in the administration of this Settlement.

20 2.5.5 PAGA Payment. Ten thousand dollars (\$10,000.00) of the Settlement Fund shall be
21 allocated for the PAGA Payment, which is for the settlement and full release of any and all claims for
22 civil penalties that could have been made in this Action by the Settlement Class Members under
23 PAGA. Pursuant to California Labor Code § 2699(i), 75% of the PAGA Payment (\$7,500.00) shall
24 be paid to the LWDA, and 25% of the PAGA Payment (\$2,500.00) shall be distributed to
25 Participating Settlement Class Members as part of the Net Settlement Amount as set forth in Section
26 2.5.6 below.

27 2.5.6 Distributions to Participating Settlement Class Members.
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1 (a) Participating Settlement Class Members will each receive an equal share of the
2 Net Settlement Fund (the Settlement Amount less all Administration Costs, Attorneys' Fees and
3 Costs, the PAGA Payment to the LWDA, and a Service Award, as approved by the Court) as the
4 Settlement Payment. The amount of each Settlement Payment will be determined by the Claims
5 Administrator.

6 (b) The Claims Administrator will calculate the Settlement Payments within thirty
7 (30) days of the close of the Notice Period. The Claims Administrator will provide a copy of its
8 calculations, without any name identifying data, for Defendant's counsel and Class Counsel to
9 review. The Parties may dispute the calculations only with respect to mathematical errors or an
10 incorrect application of the above method of allocation. Such a dispute must be raised in writing
11 within seven (7) days after the Claims Administrator provides the calculations in writing to
12 Defendant and Class Counsel.

13 2.5.7 Allocation and Taxability of Settlement Distributions.

14 (a) For tax purposes, 100% of each Settlement Payment will be treated by the
15 Parties as non-wage penalties and interest, not subject to payroll withholdings, and shall be reported
16 on an IRS Form 1099. Neither the terms of this Settlement Agreement nor any Settlement Payments
17 paid to any Participating Settlement Class Member shall have any effect on the eligibility or
18 calculation of employee benefits for any Participating Settlement Class Member. Neither this
19 Settlement Agreement, nor any of its attachments, should be interpreted to contain or constitute
20 representations or advice regarding any U.S. federal or state tax issue. Settlement Class Members
21 will be specifically informed that neither Defendant nor Class Counsel make any representations
22 regarding the tax implications of any amounts paid under this Settlement Agreement and that if any
23 Settlement Class Member has any questions regarding those implications, they can and should
24 consult a tax expert.

25 (b) Defendant or the Claims Administrator shall provide each Participating
26 Settlement Class Member with a Form 1099 reflecting the non-wage damages and interest paid.
27 Settlement Class Members shall be solely and exclusively responsible for remitting to local, state
28 and/or federal taxing authorities any applicable other taxes due and shall hold Defendant and the

Released Parties harmless for any taxes, penalties, interest, liabilities, costs and expenses caused by any such taxing authority relating in any way to the Settlement Class Members' tax treatment of payments made to them pursuant to this Settlement Agreement or failure to timely or properly pay any taxes owed on their respective Settlement Payments.

(c) Any checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their mailing. Uncashed amounts shall escheat to the State of California Unclaimed Wages Fund, subject to the approval by the Court. If any Settlement Class Member does not cash his or her settlement check within sixty days after issuance, then within ten (10) business days after the check-cashing deadline, the Claims Administrator shall void the check and remit the funds to the State of California Unclaimed Wages Fund.

Section 2.6 Appointment and Duties of Claims Administrator

2.6.1 Subject to the approval of the Court, the Parties have agreed to the appointment of a professional class action claims administration firm, Rust Consulting, Inc., as the Claims Administrator for the purpose of administering the settlement process, including preparing and mailing the Notice of Settlement, providing live call agents during business hours and responding to Settlement Class Member inquiries. The Administrative Costs shall be deducted from the Settlement Fund. In the event the Settlement Agreement is voided or canceled by Defendant pursuant to Sections 2.4 or 2.17, Defendant shall remain liable for payment of all Administrative Costs incurred.

2.6.2 The duties of the Claims Administrator shall include without limitation:

- (a) handling mailing of the Notice of Settlement to the Settlement Class Members;
- (b) tracing undeliverable mailings;
- (c) recording and tracking responses to the mailing to the Settlement Class Members (including recording the identity of any Settlement Class Members who request exclusion);
- (d) responding to inquiries made by the Settlement Class Members;
- (e) calculating Settlement Payments;
- (f) mailing Settlement Payments; and,
- (g) other related tasks as mutually agreed to by the Parties.

2.6.3 The Claims Administrator shall keep Defendant's counsel and Class Counsel timely apprised of the performance of all Claims Administrator responsibilities.

2.6.4 All disputes relating to the Claims Administrator's performance of its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all payments and obligations contemplated by this Settlement Agreement have been fully carried out.

2.6.5 At least twenty-one (21) days before the Final Fairness Hearing, the Claims Administrator shall prepare a declaration of due diligence and proof of mailing with regard to the mailing of the Notice of Settlement, and any attempts by the Claims Administrator to locate Settlement Class Members, its receipt of valid requests for exclusion, and its inability to deliver the Notice of Settlement to Settlement Class Members due to invalid addresses ("Due Diligence Declaration"), to Class Counsel and Defendant's counsel for presentation to the Court. Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

Section 2.7 Release of Claims by the Settlement Class

2.7.1 Upon the Effective Date, all Participating Settlement Class Members including their heirs, assigns, and estates, shall be deemed to fully forever, irrevocably and unconditionally release, and discharge Defendant and the Released Parties from the Released Claims for the Applicable Period.

2.7.2 Concurrently with Final Approval of this Settlement Agreement by the Court, Plaintiff will execute a General Release of all claims against Defendant and Released Parties, including waiver of the provisions of section 1542 of the California Civil Code, a warranty that Plaintiff is not currently aware of other claims against Defendant or the Released Parties, including those that cannot be released, such as workers' compensation claims, in the form attached hereto as **Exhibit A**.

2.7.3 The Parties intend and agree that this Settlement Agreement shall be binding on all Participating Settlement Class Members. This Settlement Agreement shall constitute, and may be pleaded as, a complete and total defense to any Released Claims raised in the future by any Participating Settlement Class Member.

2.7.4 Plaintiff and Participating Settlement Class Members promise not to file a lawsuit in any court alleging any Released Claims, or participate as a party or a class member in any

1 administrative or other legal proceedings, in any forum, against the Released Parties, for any claims
2 released under this Settlement Agreement. In consideration for the promises made by Defendant in
3 this Settlement Agreement, each Plaintiff and Participating Settlement Class Member agrees never to
4 institute any suit, complaint, proceeding, grievance, or action of any kind at law, in equity, or
5 otherwise in any court of the United States, state, or municipality, or administrative agency, or any
6 arbitration or other legal forum, against Defendant or the Released Parties for any claim included in
7 the Released Claims. Each Plaintiff and Participating Settlement Class Member also agrees that he or
8 she will not join, participate in, or consent to opt in to any actions alleging that he or she is similarly
9 situated to any other individual with respect to any such Released Claims, and that each will elect to
10 opt out of any such actions against Defendant or the Released Parties of which he or she is
11 involuntarily made a member or party. If any Plaintiff or Participating Settlement Class Member is
12 joined in any class or collective lawsuits for any Released Claims, he or she will receive no further
13 compensation of any kind for such released claim or claims.

14 2.7.5 Participating Settlement Class Members and Class Counsel shall, and hereby do, fully
15 and finally release and forever discharge Defendant and Released Parties of and from any and all
16 claims, demands, damages, actions and/or causes of action whatever kind or nature, including claims
17 for attorneys' fees or costs, whether known or unknown, existing or claimed to exist, in any way set
18 forth in or arising out of any: (i) dispute or claim between or among any Participating Settlement
19 Class Members, and/or Class Counsel, including over any claim to any monetary part of the
20 settlement and/or to Class Counsel's fees, costs or expenses; and/or (ii) any dispute between the
21 Participating Settlement Class Members, Class Counsel and/or any governmental authority with
22 respect to this Settlement Agreement. This Settlement Agreement shall constitute, and may be
23 pleaded by Defendant and the Released Parties as, a complete and total defense to any such dispute or
24 claim.

25 **Section 2.8 Opt-Out/Request for Exclusion Procedure**

26 2.8.1 Settlement Class Members, except Plaintiff who shall not be permitted to opt-out of
27 this Settlement Agreement, shall be entitled to "opt out" of this Settlement Agreement. The Notice of
28 Settlement shall provide instructions to Settlement Class Members who wish to "opt out." To be

1 valid, the request for exclusion must (1) include a clear statement of intention to be excluded from the
2 settlement; (2) include the full name, address, telephone number, and last four digits of the Social
3 Security Number of the Settlement Class Member requesting exclusion; (3) be signed by the
4 Settlement Class Member; (4) be returned by U.S. Mail to the Claims Administrator at the specified
5 address; and (5) must be postmarked no later than the last day of the Notice Period. The Claims
6 Administrator will notify any Settlement Class Member from whom it receives a request for
7 exclusion that is not timely and/or valid. Any disputes regarding the timeliness, validity or
8 effectiveness of a request for exclusion shall be decided by the Claims Administrator consistent with
9 the terms of this Settlement Agreement, with the Parties' input, if appropriate. The date of the
10 postmark on the mailing envelope for any request for exclusion shall be the exclusive means used to
11 determine whether the request for exclusion has been timely submitted.

12 2.8.2 Any Settlement Class Member who does not properly and timely submit a request for
13 exclusion in the manner and by the deadline specified above in Section 2.8.1 will be a Participating
14 Settlement Class Member who is bound by all terms and conditions of the settlement and this
15 Settlement Agreement, including the releases of claims pursuant to Section 2.7 of this Settlement
16 Agreement, if the settlement is approved by the Court, and be bound by the Final Approval Order,
17 regardless of whether he or she has objected to the Settlement.

18 2.8.3 A Settlement Class Member who properly and timely submits a request for exclusion
19 in the manner and by the deadline specified above in Section 2.8.1 will not be bound the Settlement
20 Agreement, and will remain free to contest any claim as to that individual that would have been
21 barred by this Settlement Agreement, and nothing in this settlement or Settlement Agreement will
22 constitute or be construed as a waiver of any defense Defendant or the Released Parties have or could
23 assert against such a claim.

24 **Section 2.9 Procedures for Objecting to the Settlement**

25 2.9.1 The Class Notice shall provide that Participating Settlement Class Members and
26 persons purporting to act on behalf of Participating Settlement Class Members who wish to object to
27 the Settlement Agreement must file with the Court and serve on counsel for the Parties a written
28 statement objecting to the Settlement Agreement. Such objection and any supporting briefs or other

1 materials must be filed with the Court and mailed, via First Class U.S. Mail, to counsel for the Parties
2 and postmarked no later than the last day of the Notice Period. Settlement Class Members who opt-
3 out may not file and serve an objection or otherwise object to this Settlement Agreement. The
4 postmark date of the filing and service of an objection shall be deemed the exclusive means for
5 determining that the objection is timely. An objection must be signed and state the Participating
6 Settlement Class Member's name, current address and telephone number, and the basis for the
7 objection. The notice of objection must be signed by the Participating Settlement Class Member.

8 2.9.2 No Participating Settlement Class Member or person purporting to act on behalf of
9 Participating Settlement Class Members shall be entitled to be heard at the Final Fairness Hearing
10 (whether individually or through counsel) or to object to the Settlement, and no written objections or
11 briefs submitted by any such individuals or persons purporting to act on behalf of them shall be
12 received or considered by the Court at the Final Fairness Hearing, unless the individual's objection
13 and supporting materials have been timely filed and served as set forth above in Section 2.9.1 within
14 the Notice Period. Any Participating Settlement Class Member who fails to file and serve a timely
15 and complete objection in the manner specified above in Section 2.9.1 shall be deemed to have
16 waived any objections and shall be foreclosed from making any objection (whether by appeal or
17 otherwise) to the settlement.

18 2.9.3 If a Settlement Class Member timely submits both an objection and a request for
19 exclusion ("opt out" under Section 2.8), the request for exclusion shall supersede the objection, and
20 the objection shall therefore be waived.

21 2.9.4 Counsel for the Parties shall file any responses to any objections at least seven (7)
22 calendar days before the Final Fairness Hearing.

23 2.9.5 Defendant and the Released Parties shall not be responsible for the fees, costs, or
24 expenses incurred by Plaintiff, Class Counsel, or the Participating Settlement Class Members arising
25 from or related to Participating Settlement Class Members who submit objections or otherwise
26 purport to object to the Settlement Agreement or related to any appeals thereof.

27 **Section 2.10 Preparation and Mailing of Notice to the Class**
28

1 2.10.1 Within fourteen (14) days of entry of the Order Granting Preliminary Approval of
2 Settlement, but subject to the Claims Administrator providing adequate and contractual assurances
3 with respect to confidentiality and data security, Defendant shall provide the Claims Administrator
4 with the following information for the Settlement Class Members in the form of an Excel spreadsheet
5 or similar sortable electronic format: names, last-known mailing addresses from Defendant's records
6 and social security numbers. Class Counsel and Plaintiff will not be provided the contact information
7 or social security numbers for any Settlement Class Members in connection with this settlement or
8 Settlement Agreement. The data provided to the Claims Administrator will remain confidential and
9 will not be disclosed to anyone, except as required to applicable tax authorities, pursuant to the
10 express written consent of Defendant, or by order of the Court. The data provided under this Section
11 2.10.1 shall be used only for the purpose of administering this settlement.

12 2.10.2 The Notice of Settlement, in materially the form attached hereto as **Exhibit B** and as
13 approved by the Court, shall be sent by the Claims Administrator to the Settlement Class Members,
14 by First Class Mail, as soon as practicable but in any event within fourteen (14) days after receipt of
15 the contact information from Defendant. The Notice of Settlement shall set forth a brief description
16 of the Action, provide the definition of the Settlement Class, inform Settlement Class Members of the
17 nature and scope of the settlement of claims, set forth the requested Attorneys' Fees and Costs,
18 disclose the requested Service Award to Plaintiff, inform Settlement Class Members of their
19 opportunity to be heard at the Final Fairness Hearing, inform Settlement Class Members of their right
20 to submit an objection to any term of the settlement, to submit a claim, and/or to opt-out of the
21 settlement and the procedures for doing so, and explain the res judicata effects of not opting out. The
22 Notice of Settlement will set forth contact numbers for Class Counsel, counsel for Defendant, and
23 direct class members to call the toll free number established by the Claims Administrator to answer
24 any questions that Settlement Class Members may have.

25 2.10.3 The Claims Administrator will attempt to locate any Settlement Class Members whose
26 Notice of Settlement is returned by the Post Office by performing a National Change of Address
27 (NCOA) search on the entire Settlement Class Member list and if needed, conducting one skip trace
28 search regarding any returned Notice of Settlement.

2.10.4 If an envelope has not been returned within twenty-one (21) days of the mailing, it shall be conclusively presumed that the Settlement Class Member received the Notice of Settlement.

Section 2.11 Funding the Settlement Amount and Distribution of Payments

Defendant will pay the Settlement Amount to the Claims Administrator as follows: half the Settlement Amount (\$125,000) is to be funded by Defendant at any point prior to the expiration of 30 days from the Effective Date, and the second half of the Settlement Amount (\$125,000) is to be paid in the first quarter of 2018; however, in the event that 30 days after the Effective Date is in the first quarter of 2018 or later, then the entire Settlement Amount will be due within 30 days of the Effective Date. Within fourteen (14) calendar days after the Claims Administrator receives the full amount of the Settlement Payment, all Court-approved payments will be made by the Claims Administrator to Participating Settlement Class Members, Plaintiff, Class Counsel (provided that Class Counsel has provided a completed W-9 to the Claims Administrator), and the LWDA. The approval and denial of a Settlement Payment to any Settlement Class Member under the terms of this Settlement Agreement will be conclusive and binding, subject to the dispute resolution provisions of this Settlement Agreement as set forth in Section 2.18. All payments called for under this Section 2.11 shall be made solely from the Settlement Fund.

Section 2.12 Attorneys' Fees in Actions on Released Claims

The Parties agree that in any proceeding, claim or action brought subsequent to Final Approval that: (i) challenges the validity of or arises out of this Settlement Agreement; and/or (ii) seeks to allege any of the Released Claims against Defendant or the Released Parties, this Settlement Agreement, and/or any related order of the Court shall constitute, and may be pleaded as, a complete and total defense to any such dispute or claim. The prevailing party in any such proceeding, claim or action shall be entitled to an award of its actual attorneys' fees and all of its other related actual costs and expenses.

Section 2.13 Duties of the Parties Prior to Court Approval

2.13.1 Once finalized, the Parties shall promptly submit this Settlement Agreement to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and

1 reasonableness. Promptly upon execution of this Settlement Agreement, Plaintiff will file a Motion
2 for Preliminary Approval seeking the following:

3 (a) Approval of the proposed settlement as fair, reasonable, and adequate as to
4 Settlement Class Members;

5 (b) Approval as to form and content of the proposed Notice of Settlement;

6 (c) Approval of the plan of allocation of the Settlement Fund.

7 (d) Directing the mailing of the Notice of Settlement by First Class Mail to
8 Settlement Class Members by the Claims Administrator;

9 (e) Conditionally certifying the Settlement Class for settlement purposes only;

10 (f) Appointing Class Counsel, Plaintiff as class representative, and Rust
11 Consulting, Inc. as Claims Administrator;

12 (g) Preliminarily approving this Settlement Agreement; and

13 (h) Scheduling a Final Fairness Hearing on the question of whether the proposed
14 settlement should be finally approved.

15 2.13.2 Prior to the Final Fairness Hearing by the Court of the settlement provided for in this
16 Settlement Agreement, Class Counsel (in conjunction with Defendant's counsel) will submit a
17 proposed final order:

18 (a) Approving the settlement, adjudging the terms thereof to be fair, reasonable
19 and adequate, and directing consummation of its terms and provisions; and

20 (b) Approving Class Counsel's application for an award of Attorneys' Fees and
21 Costs in whole or in part, to be paid from the Settlement Fund; and

22 (c) Seeking judgment to be entered in this Action that dismisses the Action with
23 prejudice.

24 **Section 2.14 Final Fairness Hearing**

25 2.14.1 The Parties will request the Court to conduct a Fairness Hearing on or about the date
26 set forth in the Order of Preliminary Approval and to determine if the Settlement is fair, reasonable,
27 and adequate, and if so, enter a final order and judgment granting Final Approval of Settlement,
28 which will:

- 1 (a) approve the Settlement, adjudging the terms thereof to be fair, reasonable and
2 adequate, and directing consummation of its terms and provisions;
- 3 (b) approve in whole or in part Class Counsel's application for an award of
4 Attorneys' Fees and Costs;
- 5 (c) approve in whole or in part the Plaintiff's application for a Service Award; and
6 (d) permanently bar and enjoin all members of the Participating Settlement Class
7 Members from prosecuting any Released Claims against Defendant and/or any Released Parties.

8 **Section 2.15 Communications**

9 The Parties will make no efforts to solicit opt outs or objections to this Settlement, nor shall
10 the Parties attempt to affirmatively contact Participating Settlement Class Members before or during
11 the 60-day period to cash checks, except through the designated Claims Administrator. Both the
12 Parties and their respective counsel may respond to requests or inquiries received from Settlement
13 Class Members. Defendant and Class Counsel shall be permitted to disclose the Settlement in order
14 to comply with any state or federal law.

15 **Section 2.16 Continuing Jurisdiction of the Court**

16 The Parties agree that the Court shall retain jurisdiction over the Parties, and over this
17 Settlement Agreement, in order to: (i) monitor and enforce compliance with this Settlement
18 Agreement, Final Approval and/or any related order of this Court; and/or (ii) resolve any disputes
19 over this Settlement Agreement or the administration of the benefits of this Settlement Agreement,
20 including, disputes over entitlement to payments sought by Class Counsel.

21 **Section 2.17 Voiding the Settlement Agreement**

22 If any of the conditions set forth in the preceding paragraphs are not met and materially
23 satisfied, this Settlement Agreement shall, at the option of either party, be ineffective, void, and of no
24 further force and effect and shall not be used nor be admissible in any subsequent proceedings either
25 in this Court or in any other Court or forum. The Parties may exercise their option, only on the terms
26 provided herein, to void this settlement by giving notice, in writing, to the other party and to the
27 Court at any time prior to the Effective Date. In such an event, (1) nothing in this Settlement
28 Agreement shall be construed as a determination, admission, or concession of any issue in the Action,

1 and nothing in this Settlement Agreement may be offered into evidence in any trial on the merits of
2 the claims asserted in the complaints filed in the Action or in any subsequent pleading; and (2) the
3 Parties expressly reserve their rights with respect to the prosecution and defense of the Action as if
4 this Settlement Agreement never existed.

5 **Section 2.18 Dispute Resolution**

6 Except as authorized herein, all disputes concerning the interpretation, implementation,
7 calculation, or payment of the Settlement Amount or other disputes regarding compliance with this
8 Settlement Agreement will be resolved by the Court.

9 **Section 2.19 Parties' Authority**

10 The signatories hereto hereby represent that they are fully authorized to enter into this
11 Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

12 **Section 2.20 Mutual Full Cooperation**

13 The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement
14 Agreement, including but not limited to, execution of such documents and to take such other action
15 as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to
16 this Settlement Agreement shall use their best efforts, including all efforts contemplated by this
17 Settlement Agreement and any other efforts that may become necessary by order of the Court, or
18 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as
19 practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and
20 cooperation of Defendant and its counsel, take all necessary steps to secure the Court's Final
21 Approval of this Settlement Agreement. Class Counsel will also notify counsel for Defendant if
22 subpoenaed or receives any other request for documents or information regarding any other action
23 filed or potential action against the Released Parties that covers or includes any Settlement Class
24 Members.

25 **Section 2.21 No Prior Assignments**

26 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
27 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
28

1 entity any portion of any liability, claim, demand, action, cause of action or rights herein released and
2 discharged except as set forth herein.

3 **Section 2.22 No Admission**

4 2.22.1 Nothing contained herein, nor the consummation of this Settlement Agreement, is to
5 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
6 of Defendant and/or any of the Released Parties, and they expressly deny liability or wrongdoing.
7 Defendant further denies, for any purpose other than settling this lawsuit, that this lawsuit is
8 appropriate for class, or representative treatment. This Settlement Agreement is not, shall not be
9 deemed to be, and may not be used as, an admission or evidence of the appropriateness of this or
10 similar claims for class action certification or administration other than for the purposes of
11 administering this Settlement Agreement. Each of the parties hereto has entered into this Settlement
12 Agreement with the sole purpose and intention to avoid further disputes and litigation with the
13 attendant inconvenience and expenses. In the event this Settlement Agreement is not approved by the
14 Court or otherwise does not become final, Defendant does not waive any defenses or rights, including
15 without limitation that this case is not suitable for class treatment, and the parties agree that the
16 Settlement Class will be decertified. This Settlement Agreement is a settlement document and shall,
17 pursuant to Federal Rule of Evidence 408 and any and all analogous state laws, be inadmissible in
18 evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce this
19 Settlement Agreement.

20 2.22.2 Whether or not the Settlement is finally approved, neither the Settlement, nor any of
21 its terms, nor any document, statement, proceeding or conduct related to this Settlement Agreement
22 including without limitation the Motion for Preliminary Approval and Final Approval of the
23 settlement and any documents submitted in support of such motions, nor any reports or accounts
24 thereof, shall in any event be disclosed, referred to or offered or received in evidence against any of
25 the Parties, in any further proceeding in this Action, or any other civil, criminal or administrative
26 action or proceeding except for purposes of settling this Action or enforcing the Released Claims
27 contained herein pursuant to the terms of this Settlement Agreement.

28 **Section 2.23 Enforcement Actions**

1 In the event that one or more of the Parties to this Settlement Agreement institutes any legal
2 action, arbitration, or other proceeding against any other party to enforce the provisions of this
3 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
4 prevailing party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees
5 and costs, including expert witness fees incurred in connection with any enforcement actions.

6 **Section 2.24 Notices**

7 Unless otherwise specifically provided herein, all notices, demands, or other communications
8 given hereunder shall be in writing and shall be deemed to have been duly given as of the third
9 business day after mailing by United States registered or certified mail, return receipt requested,
10 addressed as follows:

11 To Plaintiff and the Settlement Class:

12 Shaun Setareh
13 Setareh Law Group
14 9454 Wilshire Boulevard, Suite 907
15 Beverly Hills, California 90212
16

17 To Defendant:

18 Jesse A. Cripps, Esq.
19 Gibson, Dunn & Crutcher LLP
20 333 South Grand Avenue
21 Los Angeles, CA 90071
22

23 **Section 2.25 Construction**

24 2.25.1 The Parties hereto agree that the terms and conditions of this Settlement Agreement
25 are the result of lengthy, intensive arms-length negotiations between the Parties and that this
26 Settlement Agreement shall not be construed in favor of or against any party by reason of the extent
27 to which any party or his, her or its counsel participated in the drafting of this Settlement Agreement.

28 **Section 2.26 Captions and Interpretations**

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

Section 2.27 Modification

This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

Section 2.28 Integration Clause

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

Section 2.29 Binding on Assigns

The provisions of this Settlement Agreement shall run in perpetuity. This Settlement Agreement shall be binding upon the Parties hereto and their spouses, heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of Defendant and the Released Parties, and their predecessors, successors, affiliates, subsidiaries, parent companies, partners, current and past employees, insurers, agents, legal representatives, each of which is entitled to enforce this Settlement Agreement.

Section 2.30 Signatories

It is agreed that because the members of the Settlement Class are so numerous, it is impossible or impractical to have each member of the Settlement Class execute this Settlement Agreement. It is agreed that this Settlement Agreement may be executed on behalf of the Settlement Class by Class Counsel and Plaintiff; and shall have the same force and effect as if executed by each member of the Settlement Class.

Section 2.31 Incorporation of Exhibits

1 All exhibits attached hereto are incorporated by reference and are a material part of this
2 Settlement Agreement. Any notice, order, judgment, or other exhibit that requires approval of the
3 Court must be approved without material alteration from its current form in order for this Settlement
4 Agreement to become effective.

5 **Section 2.32 Reasonableness of Settlement Agreement**

6 The Parties jointly warrant that this is a fair, reasonable, and adequate settlement and have
7 arrived at this settlement through arms-length negotiations, taking into account all relevant factors,
8 present and potential.

9 **Section 2.33 California Law and Interpretation**

10 All terms of this Settlement Agreement and its exhibits will be governed and interpreted by
11 and according to the laws of the State of California, without giving effect to any conflict of law
12 principles or choice of principles. If the Court determines that the Release of Claims in Section 2.7
13 above is unenforceable, for whatever reason, this entire Settlement Agreement will become null and
14 void *ab initio*.

15 **Section 2.34 Counterparts**

16 This Settlement Agreement may be executed in counterparts and/or by facsimile signature
17 ("counterpart"), and when each party has signed and delivered at least one such counterpart, each
18 counterpart shall be deemed an original, and, when taken together with other signed counterparts,
19 shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

20 **Section 2.35 Confidential Documents**

21 Plaintiff and Class Counsel agree that none of the documents and information provided to
22 them in discovery or at any other time in this Action shall be used for any purposes other than
23 prosecution of this Action. Class Counsel shall not refer to, rely upon, or otherwise utilize any
24 documents or information obtained in this Action to prosecute a separate action against Defendant
25 and/or any Released Parties; however, nothing in this Section will be construed as a restraint on the
26 right of any counsel to practice or a limitation on the rights that any Settlement Class Member or
27 Class Counsel may have under any applicable federal, state, or local law to separately obtain
28 documents or information from Defendant.

1 **Section 2.36 Entire Agreement**

2 After this Settlement Agreement is fully executed by the Parties, it will constitute the entire
3 agreement of the Parties. No oral representations, warranties, inducements, or writings have been
4 made by any Party concerning this Settlement Agreement, other than those expressly stated herein.

5 **[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**
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1 IN WITNESS WHEREOF, Plaintiff and Defendant and their respective counsel have
2 executed this Settlement Agreement as of the date(s) indicated on the lines below.

3 Dated: ¹²October ¹⁸__, 2017

PLAINTIFF ANTHONY KING

5 By: Anthony King
6 Anthony King

7 Dated: October __, 2017

DEFENDANT CUSTOM AIR TRUCKING,
8 INC.

9
10 By: _____

11 On behalf of Defendant Custom Air Trucking,
12 Inc.

13
14 APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND
15 AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE
16 SETTLEMENT CLASS:

17 Dated: ^{December 18}October __, 2017

SETAREH LAW GROUP

18 By: Shaun Setarch
19 Attorneys for Plaintiff

20
21 APPROVED AS TO FORM AND CONTENT

22 Dated: October __, 2017

GIBSON, DUNN & CRUTCHER LLP

23 By: _____

24 Jesse A. Cripps
25 Attorneys for Defendant Custom Air Trucking,
26 Inc.