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11 CARLOS SIMON, and all others similarly situated
12 (additional attorneys listed on next page)

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15
16 **FOR THE COUNTY OF SAN MATEO**
17 **(UNLIMITED JURISDICTION)**

18 CARLOS SIMON, on behalf of himself, and
19 all others similarly situated, and as an
20 “aggrieved employee” on behalf of other
21 “aggrieved employees” under the Labor Code
22 Private Attorneys General Act of 2004,

23 *Plaintiff(s),*

24 vs.

25 AIRPORT VAN RENTAL, INC., a California
26 corporation; YAZDAN IRANI, a natural
27 person; and DOES 1 through 50, inclusive,

Defendant(s).

Case No.: CIV536624
[Assigned For All Purposes To
Hon. Marie S. Weiner, Dept. 2]

**STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Action filed: December 2, 2015

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NATURE OF THE CASE AND THE PARTIES' SETTLEMENT

2. The Class Action. By letter dated December 2, 2015, Plaintiff, on behalf of himself and other aggrieved employees, gave written notice by certified mail to the LWDA and AVR of the violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, and 1198. On December 15, 2015, Simon filed a lawsuit against AVR originally in San Mateo County Superior Court. Simon alleged four causes of action: (1) failure to pay for all hours worked at the correct rates of pay, (2) failure to provide rest periods, (3) failure to provide meal periods, (4) failure to provide accurate written wage statements, (5) waiting time penalties, and (6) unfair competition. On January 8, 2016, Plaintiff filed a first amended complaint adding a sixth cause of action for civil penalties under the Labor Code Private Attorneys General Action, Labor Code §§ 2698, *et seq.* (“PAGA”). On December 1, 2017, Plaintiff filed a second amended complaint that adds Yazdan “Yaz” Irani, Airport Van Rental’s part owner and chief executive officer, as a Defendants. Plaintiff’s lawsuit is referred to as “the Action.” In the Action, Plaintiff alleges various wage and hour violations and seeks recovery on behalf of himself and “All persons Defendants employed in California as hourly employees, including rental agents, and in other comparable positions at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgment is entered in this action.”

1 3. Class Period and Class Members. For purposes of this Settlement, the “Class
2 Period” shall mean December 15, 2011 through the date of preliminary approval of the
3 Settlement by the Court. “Class Members” (collectively referred to as the “Class”) shall mean
4 all persons Defendants employed in California as hourly employees, including rental agents,
5 and in other comparable positions at any time during the Class Period. Defendants estimate that,
6 as of August 10, 2016, there were approximately 95 employees who were employed directly by
7 the Defendant and who worked approximately 33,828 workshifts. The parties agree that the
8 provision of workshifts is provided to the Plaintiff as a method to calculate individual settlement
9 payments and is not intended to mean that this settlement’s value is based solely on the number
10 of workshifts the class members worked.

11 4. Plaintiff and His Claims. As set forth in the Action, Plaintiff alleges Defendants
12 failed to correctly pay its hourly non-exempt employees working in California overtime wages
13 at the correct rate; failed to provide lawful meal breaks or pay required premiums; failed to
14 timely pay all wages owed during employment or upon termination; failed to provide lawful
15 itemized wage statements; failed to maintain proper employment records; and by so doing,
16 engaged in unfair competition. Plaintiff has claimed, and continues to claim, that their
17 contentions have merit and give rise to Defendants’ liability.

18 (a) Plaintiff has considered the expense and length of continued proceedings
19 necessary to litigate the Action against Defendants through trial and any possible appeals, and
20 the risk and uncertainty of any recovery against Defendants. Plaintiff has also taken into
21 account the uncertainty and risk of the outcome of further litigation, and the difficulties and
22 delays inherent in such litigation, including those involved in seeking class certification.
23 Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims
24 asserted in the Action, Defendants’ defenses thereto, and the difficulties in establishing the
25 damages and penalties claimed. Based on the foregoing, the advice of Plaintiff’s counsel, a full
26 day of intense negotiations before an experienced and well regarded mediator, and the
27 substantial benefits to the Class and the State of California, Plaintiff has determined that the

1 terms set forth in this Settlement are fair, adequate, and reasonable and in the best interests of
2 the Class.

3 (b) Nothing in this Settlement, the documents referenced in this Settlement,
4 or any action taken to carry out this Settlement is, may be construed as, or may be used as, an
5 admission by or against Plaintiff as to the merits or lack thereof of the claims he asserted.

6 5. Denial of Wrongdoing. Defendants deny all of the claims, contentions, and each
7 and every allegation made by Plaintiff in the Action. In addition, nothing herein shall be deemed
8 to waive any of Defendants' objections or defenses to class certification or any other issue
9 relating to or arising from the allegations set forth in the Action. Defendants deny that, for any
10 purpose other than settlement, the Action is appropriate for class or representative treatment.

11 (a) With respect to Plaintiff's claims, Defendants contend, *inter alia*, that at
12 all times relevant to the Action Defendant AVR met or exceeded its obligations under the
13 California Labor Code, the Fair Labor Standards Act, the California Business and Professions
14 Code, and all other laws, statutes, orders or regulations alleged in the Action. Defendants'
15 counsel performed a thorough analysis of the law and facts relating to the claims asserted by
16 Plaintiff in the Action. Based upon its independent investigation and analysis, the mediation
17 held on August 10, 2016, and taking into account the sharply contested issues, the expense and
18 time necessary to defend the Action through trial, the risks and costs of further defense of the
19 Action, the uncertainties of complex litigation, and the advice of Defendants' counsel,
20 Defendants concluded that settlement on the terms set forth herein is fair, reasonable, adequate,
21 and in the best interests of Defendants and the Class.

22 (b) Nothing in this Settlement, the documents referenced in this Settlement,
23 or any action taken to carry out this Settlement is, may be construed as, or may be used as, an
24 admission, concession or other indication by or against Defendants of any fault, wrongdoing or
25 liability whatsoever.

26 6. The Mediation. On August 10, 2016, the Parties attended and participated in
27 good faith, arms' length settlement discussions at a mediation session with Jeffrey Krivis, Esq.,

1 a highly experienced professional mediator, after which they agreed to settlement terms which
2 are encompassed in and superseded by this Settlement. This Settlement was reached after
3 substantial exchanges of data, information and documents before and during the mediation, and
4 is a result of extensive arms-length negotiations. The Parties believe and agree that this
5 Settlement is a fair, adequate, and reasonable resolution of the Action, taking into account all
6 relevant factors, present and potential, and will so represent it to the Court.

7 7. Defendant AVR's Financial Condition. As part of their settlement negotiations,
8 Defendants disclosed certain financial records to Plaintiffs' Counsel under a declaration under
9 penalty of perjury by Defendant Yazdan "Yaz" Irani dated December 1, 2017. Plaintiff's
10 Counsel have reviewed the declaration and the financial records attached to it. Based on such
11 records and representations in the declaration, Plaintiff, on his own behalf and on behalf of the
12 Class Members, has agreed to settle the lawsuit on the terms set forth herein.

13 8. The Settlement Class. The "Settlement Class Members" (collectively referred to
14 as the "Settlement Class") shall mean those Class Members who do not timely and validly
15 exclude themselves from the Settlement in accordance with the requirements set forth herein.

16 9. Investigation. The Parties conducted significant investigation of the facts and law
17 applicable to the Action, including, *inter alia*, extensive review and analysis of voluminous
18 documents including Defendants' employment policies, and procedures, interviews of potential
19 witnesses, data analysis including payroll records and records of time worked and work
20 performed by counsel and experts, meetings and conferences between counsel for the Parties
21 before, during and after mediation, as well as the financial position of the Defendant AVR and
22 have diligently pursued investigation of claims alleged against Defendants. Counsel for the
23 Parties have further investigated the applicable law as applied to the facts discovered regarding
24 Plaintiff's claims, the defenses thereto, the Defendant AVR's ability to pay any settlement and
25 the damages and penalties claimed by Plaintiff in the Action, and exchanged extensive data,
26 documents and information regarding the claims prior to the mediation and negotiating the
27 Settlement. Based on their own independent investigation and evaluation, Plaintiff and Class

Counsel believe that this Settlement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the financial position of the Defendant AVR, the risks of significant delay, denial of a motion for class certification, decertification, defenses asserted by Defendants, and potential appellate issues.

10. Cooperation. The Parties and their counsel agree to cooperate with each other and to use their best efforts to effect the implementation of this Settlement pursuant to its terms.

II. TERMS OF SETTLEMENT

11. Intention of the Parties. The Parties agree that this Action and any claims arising out of the dispute described in this Settlement be settled on the terms described herein as between the Settlement Class and Defendants, subject to the approval of the Court.

12. Stipulation for Conditional Certification of the Class. Solely for purposes of consummation and fulfillment of this Settlement, the Parties each agree to the conditional certification of the Class. However, if, for whatever reason, the Settlement does not become final, the Parties' stipulation to conditional class certification shall become null and void *ab initio* and this Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in the Action or in any non-settlement context. The Parties each agree the terms of the Settlement are conditioned on payment of all amounts required to be paid by Defendants under the terms of this Settlement and to the extent approved by the Court.

13. Application for Preliminary Approval. Counsel for the Parties shall jointly request a hearing before the Court to seek preliminary approval of the Settlement on the earliest practical date. In conjunction with such hearing, the Parties will provide the Court with this Settlement, and any other documents necessary to implement the Settlement. Simultaneously with the filing of this Settlement, and solely for purposes of this Settlement, Counsel for the Parties will request that the Court enter a preliminary approval order, preliminarily approving the proposed Settlement, conditionally certifying the Class and approving the Class Period for settlement purposes only, approving appointment of the Claims Administrator, and setting a

1 date for a final approval hearing. The preliminary approval order shall also provide for notice of
2 the Settlement and related matters to be disseminated to Class Members as specified herein or
3 as may otherwise be ordered by the Court, provided that such order is also acceptable to the
4 Parties and consistent with the terms of this Settlement.

5 14. Settlement Effective Date. The “Effective Date” of the Settlement shall be when
6 final approval of the Settlement can no longer be appealed by an objector in the event of an
7 objection, or in the absence of any objections, five (5) calendar days after entry of the order
8 granting final approval. If objections are heard by the Court and overruled, and no appeal is
9 taken of the final approval order, then the Effective Date will be sixty-five (65) calendar days
10 after entry of the order granting final approval. If any appeal is taken from the Court’s
11 overruling of any objections to the Settlement, then the Effective Date will be ten (10) calendar
12 days after all appeals are withdrawn or after an appellate decision affirming the final approval
13 order becomes final. However, Defendants shall not be required to fund any portion of the
14 Gross Settlement Fund and the Claims Administrator (terms defined below) shall not distribute
15 or pay any monies, unless and until all such appeals have been finally resolved or dismissed
16 with prejudice.

17 15. Gross Settlement Fund. Provided this Settlement is finally approved by the
18 Court, and in consideration for the general release of all claims (as described more fully in
19 Section V, below), Defendants agree to pay an amount not to exceed Three Hundred Thousand
20 Dollars (\$300,000) (the “Gross Settlement Fund”), as a full and complete settlement of all
21 claims arising from the Action. The Gross Settlement Fund is the total maximum amount
22 Defendants shall be required to pay under this Settlement for all purposes, including, as
23 approved by the Court, the Individual Settlement Awards, Administration Costs, Expense
24 Award, Fee Award, Enhancement Awards, and PAGA Payment (terms defined below). The
25 Gross Settlement Fund is all-inclusive and under no circumstances will Defendants be required
26 to pay more than the Gross Settlement Fund.).
27

1 16. Net Settlement Fund. The “Net Settlement Fund” shall mean the funds available
2 for distribution to Participating Class Members after deducting from the Gross Settlement Fund
3 the following, as approved by the Court: (i) Administration Costs; (ii) Expense Award; (iii) Fee
4 Award; (iv) Enhancement Award; and (iv) PAGA Payment.

5 17. Individual Settlement Awards. Each Class Member will be entitled to submit a
6 claim on the basis of how many qualified workshifts an employee worked during the Class
7 Period. “Participating Class Members” shall mean those Class Members who timely submit a
8 valid Claim Form as approved by the Court. “Individual Settlement Award” shall mean the total
9 gross amount (subject to applicable payroll taxes and withholdings) each Participating Class
10 Member is entitled to receive from the Net Settlement Fund calculated pursuant to the formula
11 below. Only Participating Class Members are eligible to receive Individual Settlement Awards.
12 Any Class Members who do not exclude themselves from the Settlement in accordance with the
13 requirements set forth in the Notice shall be deemed Settlement Class Members and shall be
14 bound by this Settlement and any order or judgment entered by the Court approving this
15 Settlement. Class Members who submit timely written requests for exclusion pursuant to the
16 Notice are not Settlement Class Members or Participating Class Members, and therefore are not
17 entitled to any Individual Settlement Award and will not be bound by this Settlement or any
18 order or judgment entered by the Court approving this Settlement.

19 18. Calculation of Individual Settlement Awards. The estimated payment to each
20 Class Member shall be determined as follows. “Qualifying Workshift” shall mean each
21 Workshift an individual worked for the Defendant in a position covered by the definition of
22 Class Members during the Class Period. The Claims Administrator will determine the actual
23 amount of qualified workshifts that each employee has worked during the Class Period and each
24 employee will be entitled to a proportional share of the NFV based on the number of Qualified
25 Workshifts he or she has worked.

26 19. Guaranteed Minimum Payout of Net Settlement Fund. The Parties agree that the
27 total amount actually distributed to all Participating Class Members shall equal at least 50% of

the Net Settlement Fund (the “Guaranteed Minimum Payout”). Accordingly, if the total estimated Individual Settlement Awards claimed by Participating Class Members equals less than 50% of the Net Settlement Fund, the Claims Administrator shall proportionately increase the Individual Settlement Awards for each Participating Class Member to ensure that the total payout to Participating Class Members equals the Guaranteed Minimum Payout. Any unclaimed amounts above 50% of the Net Settlement Fund shall be and remain the exclusive property of Defendant (the “Reversion”).

20. Deposit of Settlement Funds. Defendants shall deposit, in an account created by the Claims Administrator for disbursement as set forth below, the Gross Settlement Fund as follows. Within five (5) calendar days following the Effective Date, the Claims Administrator shall provide Defendants routing instructions to wire transfer funds for deposit. Within twenty (20) calendar days following receipt of the routing instructions, Defendants shall begin to deposit the amount sufficient to cover the amounts claimed by Class members plus (i) Administration Costs; (ii) Expense Award; (iii) Fee Award; (iv) Enhancement Award; (iv) PAGA Payment and (v) all payroll taxes, including but not limited to employer side taxes. Within twenty (20) calendar days following the date upon which Defendants receive the routing instructions, the Defendants shall deposit \$3,000. Thereafter, Defendants shall by the first day of each and every calendar month make an installment payment until the Gross Settlement Fund, or lesser amount awarded, until it is paid in full, as follows:

<u>Payment Month</u>	<u>Amount</u>
2	\$3,000.00
3	\$3,000.00
4	\$3,000.00
5	\$3,000.00
6	\$3,000.00
7	\$3,000.00
8	\$3,000.00
9	\$3,000.00
10	\$3,000.00
11	\$3,000.00
12	\$3,000.00
13	\$4,000.00

1	14	\$4,000.00
	15	\$4,000.00
2	16	\$4,000.00
	17	\$4,000.00
3	18	\$4,000.00
	19	\$4,000.00
4	20	\$4,000.00
	21	\$4,000.00
5	22	\$4,000.00
	23	\$4,000.00
6	24	\$4,000.00
	25	\$5,000.00
7	26	\$5,000.00
	27	\$5,000.00
8	28	\$5,000.00
	29	\$5,000.00
9	30	\$5,000.00
10	31	\$5,000.00
	32	\$5,000.00
11	33	\$5,000.00
	34	\$5,000.00
12	35	\$5,000.00
	36	\$5,000.00
13	37	\$6,000.00
	38	\$6,000.00
14	39	\$6,000.00
	40	\$6,000.00
15	41	\$6,000.00
	42	\$6,000.00
16	43	\$6,000.00
	44	\$6,000.00
17	45	\$6,000.00
	46	\$6,000.00
18	47	\$6,000.00
	48	\$6,000.00
19	49	\$7,000.00
	50	\$7,000.00
20	51	\$7,000.00
	52	\$7,000.00
21	53	\$7,000.00
	54	\$7,000.00
22	55	\$7,000.00
	56	\$7,000.00
23	57	\$7,000.00
	58	\$7,000.00
24		
25		
26		
27		

59 \$7,000.00
60 \$7,000.00

The Parties anticipate that the Defendants shall make a total of sixty (60) equal installment payments if there is no Reversion though Defendants may prepay the Gross Settlement Fund, or lesser amount awarded, in less than 60 months (or five years) of deadline for the first installment payment.

21. Attorneys' Expenses. Class Counsel will apply to the Court for, and Defendants will not oppose, payment of Class Counsel's expenses from the Gross Settlement Fund, in an amount according to proof, but not to exceed Fifteen Thousand Dollars (\$15,000.00) (the "Expense Award"). The Expense Award may include, but is not limited to, any costs and expenses incurred by Plaintiff in the prosecution of this action, including filing fees, travel costs, and mediation fees, as approved by the Court. If the Court approves less than the amount requested by Class Counsel, the remainder shall be included in the Net Settlement Fund and available for distribution to Participating Class Members. Defendants will not object to Class Counsel's request for the Expense Award as set forth herein.

22. Attorneys' Fees. Class Counsel will apply to the Court for, and Defendants will not oppose, payment of attorneys' fees from the Gross Settlement Fund in an amount up to one-third of the Gross Settlement Fund, not to exceed One Hundred Thousand Dollars (\$100,000.00) (the "Fee Award"). If the Court approves less than the amount requested by Class Counsel, the remainder shall be included in the Net Settlement Fund and available for distribution to Participating Class Members. Defendants will not object to Class Counsel's request for the Fee Award as set forth herein.

23. Enhancement Award. Class Counsel will apply to the Court for, and Defendant will not oppose, payment of Five Thousand Dollars (\$5,000.00) to Plaintiff as consideration for his service to the Class as a class representative and the general release of all claims as set forth herein (the "Enhancement Awards"). This amount shall be paid in addition to Plaintiff's *pro rata* share of the Net Settlement Fund as a Participating Class Member. If the Court approves

less than the amount requested by Class Counsel, the remainder shall be included in the Net Settlement Fund and available for distribution to Participating Class Members. Any Enhancement Award approved by the Court shall be paid from the Gross Settlement Fund, and shall be distributed to Plaintiff by the Claims Administrator reported on an IRS Form 1099.

24. Settlement Administration Costs. The reasonable costs of settlement administration through and beyond final approval, estimated not to exceed Nine Thousand Dollars (\$9,000.00) (the “Administration Costs”), shall be paid from the Gross Settlement Fund. If the Administration Costs approved by the Court are less than the requested amount, the remainder shall be included in the Net Settlement Fund and available for distribution to Participating Class Members. If actual Administration Costs exceed the above estimate, then any such additional fees and costs may be paid from the Gross Settlement Fund only as approved by the Court.

25. PAGA Payment. The total sum of One Thousand Dollars (\$1,000.00) from the Gross Settlement Fund is allocated to settle claims brought pursuant to the Private Attorneys General Act, California Labor Code Section 2698 *et seq.*, as approved by the Court, which shall be distributed by the Claims Administrator to the California Labor and Workforce Development Agency (“LWDA”) and Participating Class Members as set forth herein (the “PAGA Payment”). Of this amount, seventy five percent (75%) or Seven Hundred and Fifty Dollars (\$750.00) shall be distributed to the LWDA. The remaining twenty-five percent (25%) shall be allocated to the Class and paid *pro rata* to Participating Class Members on a Qualifying Workshift basis, as set forth above.

26. Allocation of Wages, Interest, and Penalties. The Parties agree that one-half (50%) of each Individual Settlement Award is allocated to wages, subject to all applicable wage laws, including federal, state and local tax withholding and payroll taxes, reported on Form W-2. The remaining 50% portion of each Individual Settlement Award shall be considered compensation for costs, interest, penalties and other non-wage income and will be reported on Form 1099. The Claims Administrator shall be responsible for issuing all payments and

1 calculating and withholding any required federal, state and local taxes. The Parties recognize
2 and agree that the precise amounts of compensation claimed in this Action are extremely
3 difficult to determine with any certainty for any given year, if at all, and may be subject to
4 different calculations and formulas. The Parties agree that the formula for allocating the
5 Individual Settlement Awards to Class Members provided herein is reasonable and that the
6 payments provided herein are designed to provide a fair settlement to such persons, in light of
7 the uncertainties regarding the calculation of alleged compensation to each Participating Class
8 Member.

9 27. Taxes. All payroll taxes will be computed by the Claims Administrator based on
10 the amounts actually claimed by Participating Class Members allocated to wages, as set forth
11 herein. The Claims Administrator shall issue all reports required by federal, state, and local tax
12 agencies to document all payments made pursuant to this Settlement. Notwithstanding the
13 withholding of Employee Taxes, each Participating Class Member shall be responsible for
14 paying all applicable state, local, and federal income taxes, interest or penalties arising from any
15 payment received pursuant to this Settlement. Should any taxing authority or agency challenge
16 the allocation of Individual Settlement Awards and/or Employee Taxes, Participating Class
17 Members shall cooperate with Defendants and provide documentation as requested to
18 demonstrate such payment and the appropriateness of any withholding. Participating Class
19 Members who receive an Individual Settlement Award agree to indemnify and hold Defendants
20 and the Released Parties harmless from any and all liability which may hereafter be asserted
21 against them by any federal, state or local agency for any taxes claimed in connection with any
22 payments received pursuant to this Settlement together with interest and penalties thereon.
23 Neither Plaintiff's counsel nor Defendants' Counsel intend anything contained herein (including
24 the Notice Packet) to constitute legal advice regarding the taxability of any amount paid
25 hereunder, nor shall it be relied upon as such. The tax issues for each Participating Class
26 Member are unique, and each Participating Class Member is advised to obtain tax advice from
27

his or her own tax advisor with respect to any payments resulting from the Individual Settlement Awards.

28. No Effect on Employee Benefits. The Individual Settlement Awards available to Class Members and the Enhancement Award paid to Plaintiff shall not be deemed 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, leave or illness policies, retirement plans, etc.) of Plaintiff or Class Members. The Parties agree that any Individual Settlement Awards or Enhancement Award paid under the terms of this Settlement does not represent any modification of Participating Class Members’ 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 Individual Settlement Award or the Enhancement Award paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, employee bonuses, or employee past, current, or future compensation levels. The Parties further agree that Plaintiff and all Participating Class Members will be deemed to have waived any claims or benefits under the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001, *et seq.*) premised upon any and all amounts they receive under this Settlement as part of their Released Claims under this Settlement.

29. Distribution of Settlement Funds. Following the Effective Date, the Claims Administrator shall distribute the payments provided by this Settlement as follows: Within ten (10) calendar days of the Deposit of Settlement Funds (as set forth in Paragraph 19), the Claims Administrator shall distribute, as approved by the Court, the PAGA Payment, the Individual Settlement Awards, the Enhancement Award, the Expense Award, the Fee Award, and the Administration Costs.

30. Uncashed Checks. Any check issued to any Participating Class Member shall remain valid and negotiable for one hundred and twenty (120) calendar days from the date of its issuance, but if not cashed within that time it will be deemed null and void and of no further

1 force and effect, and the amount of the check will escheat to the State of California Department
2 of Industrial Relations, Unclaimed Waged Fund in the Settlement Class Member's name. The
3 Claims Administrator shall notify Class Counsel and Defense Counsel of any undeliverable and
4 uncashed checks. However, the affected Participating Class Members shall nevertheless remain
5 members of the Settlement Class and shall be bound by all terms of this Settlement and the
6 Court's final approval order.

7 31. Waiver of Liability. No person shall have any claim against the Parties or the
8 Claims Administrator based on mailings, distributions, and payments made in accordance with
9 this Settlement or any order of the Court. The Claims Administrator is not and shall not be
10 deemed to be an employee or agent of any Party.

11 **III. SETTLEMENT ADMINISTRATION**

12 32. Appointment of Third Party Administrator. The Parties have agreed to petition
13 the Court for appointment of Phoenix Class Action Administrative Solutions to administer the
14 Settlement of the Action under the terms of this Settlement (the "Claims Administrator"). The
15 Claims Administrator shall be responsible for:

16 (a) Mailing the Notice Packet in English and Spanish to the Class Members
17 as directed by the Court;

18 (b) Consulting with counsel for the Parties concerning any relevant issue,
19 including (without limitation) the estimated amounts of approximate Individual Settlement
20 Awards, and the acceptance of any late or deficient Claim Forms;

21 (c) Keeping track of timely and proper requests for exclusion;

22 (d) Notifying counsel for the Parties in writing of the number of valid
23 Claims, deficient Claims, and late Claims on a regularly weekly basis;

24 (e) Calculation and distribution of Individual Settlement Awards and PAGA
25 Payment and the California Labor and Workforce Development Agency;

26 (f) Providing weekly status reports to counsel for the Parties, including: (i)
27 the number of Notice Packets mailed; (ii) the number of valid Claim Forms received; (iii) the

number of objections received; (iv) the number of requests for exclusion received; and (v) the aggregate amount of Individual Settlement Awards claimed by Participating Class Members;

(g) No later than twenty (20) calendar days before the final approval hearing preparing and serving on counsel for the Parties, for filing with the Court in support of Plaintiff's motion for final approval, a declaration of due diligence setting forth its compliance with its obligations under this Settlement;

(h) Notifying Counsel for Defendants within five (5) calendar days after the Effective Date of the wiring instructions for the Deposit of Settlement Funds as approved by the Court;

(i) Distributing and reporting the Individual Settlement Awards, PAGA Payment, Enhancement Award, Fee Award, Expense Award, Administration Costs, and Employer Taxes, as may be ordered by the Court or as otherwise necessary;

(j) Issuing a W-2 Form to each Participating Class Member for the wage portion of each Individual Settlement Award, a 1099 Form to each Participating Class Member for the interest, penalties, and non-wage portion of each Individual Settlement Award, a 1099 Form to Plaintiff for the Enhancement Awards, a 1099 Form to Class Counsel for the Fee Award and Expense Award, and a 1099 Form to the Claims Administrator for the Administration Costs;

(k) Delivering a copy of the Settlement, Final Approval Order and Judgment to the California Labor & Workforce Development Agency; and

(l) Such other tasks as the Parties mutually agree or the Court orders the Claims Administrator to perform, including responding to questions from Class Members.

33. Resolution of Disputes. All disputes relating to the Claims Administrator's duties may be referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all obligations contemplated by this Settlement have been fully carried out.

IV. NOTICE TO THE CLASS

1 34. Class List. Within fourteen (14) calendar days following the date of preliminary
2 approval, Defendants will provide the Claims Administrator with the names, most recent known
3 mailing address, telephone number, and social security number of each Class Member, and the
4 dates of employment as a Class Member (collectively the "Class List"). Each Class Member's
5 total Qualifying Workshifts will be derived from Defendants' records. The Class List will be
6 treated as confidential by the Claims Administrator and will not be disclosed by the Claims
7 Administrator to anyone, except as may be required to applicable tax authorities, pursuant to the
8 express written consent of Defendants, by order of the Court, or as may be necessary to carry
9 out the reasonable steps described in this Settlement to locate missing Class Members.

10 35. Notice of Settlement: Within ten (10) calendar days after the Claims
11 Administrator receives the Class List, the Claims Administrator shall mail a copy of the Notice
12 Packet in the form approved by the Court in its preliminary approval order to all persons shown
13 by Defendants' records to be Class Members, *via* first class U.S. mail, using the most current
14 mailing address available. The Notice Packet shall state the total approximate amount each
15 Class Member is estimated to be entitled to receive as their Individual Settlement Award under
16 the Settlement. Any Notice Packets returned to the Claims Administrator as undelivered and
17 bearing a forwarding address shall be re-mailed by the Claims Administrator within three days
18 following receipt of the returned mail. For any Notice Packets returned to the Claims
19 Administrator without a forwarding address, the Claims Administrator shall first conduct a
20 National Change of Address search as required for undeliverable notices, followed by a
21 computer/SSN and "skip trace" search to obtain an updated address, and shall promptly re-mail
22 the Notice Packets to any newly-found address or addresses. The re-mailed Notice Packet shall
23 be identical to the original Notice Packet. The time period to submit a Claim Form shall not be
24 extended on account of a returned or undeliverable Notice Packet. The Claims Administrator
25 and counsel for the Parties shall undertake all reasonable efforts to locate and verify the
26 addresses of Class Members and send a copy of the Notice Packet to all Class Members. Any
27

costs incurred by having the Claims Administrator handle these administrative tasks shall be included in the Administration Costs approved by the Court.

36. Claim Forms. The Notice Packet will provide that Class Members who wish to claim Individual Settlement Awards must mail to the Claims Administrator a fully completed and signed Claim Form not later than forty-five (45) calendar days from the date the Notice Packet is mailed by the Claims Administrator (the “Claims Period”). If a question is raised about the authenticity of a signed Claim Form, the Claims Administrator will have the right to demand additional proof of the Class Member’s identity.

37. Claims Processing: A Claim Form is “completed” only if it is signed by the Class Member and includes all of the information required to be included, completed, or confirmed by the Class Member in the Claim Form. A completed Claim Form will be deemed timely submitted to the Claims Administrator only if: (i) it is mailed to the Claims Administrator by first-class regular U.S. mail and postmarked by no later than the last day of the Claims Period; or (ii) it is delivered to the Claims Administrator no later than the last day of the Claims Period, whether by mail, facsimile transmission, professional delivery, or personal delivery. If a Class Member does not timely submit a valid Claim Form to the Claims Administrator in the manner set forth herein, then his or her share of the Net Settlement Fund shall be reapportioned and available for distribution to Participating Class Members who timely submit valid Claim Forms. The failure of a Class Member to timely submit a valid Claim Form, or to timely respond to any Deficiency Notice (described below), shall invalidate the Class Member’s claim, which shall not be considered by the Claims Administrator unless mutually agreed to in writing by the Parties or as ordered by the Court.

38. Class Member Disputes. If a Class Member disputes the number of Qualifying Workshifts listed on the Claim Form, the Class Member may produce evidence to the Claims Administrator indicating the Workshifts the Class Member contends were actually paid during the Class Period. All challenges must be postmarked no later than the last day of the Claims Period. The Claims Administrator who is charged with resolving any disputes may reject any

1 challenge not supported by such evidence. If a dispute arises over the number of Qualifying
2 Workshifts listed in the Claim Form based on evidence produced by a Class Member,
3 Defendant AVR will be asked to manually review its payroll and personnel records to verify the
4 correct number of Qualifying Workshifts. The records of Defendant AVR shall have a
5 rebuttable presumption of correctness and will be presumed determinative. The Claims
6 Administrator's determination shall be final, non-appealable and binding. The Court will not
7 review any such disputes.

8 39. Deficiency Notice. The Claims Administrator shall send a Deficiency Notice to
9 Class Members for any irregularities in their completed Claim Forms, which will provide the
10 Class Members with no more than fifteen (15) calendar days from the date of mailing the
11 Deficiency Notice to cure the deficiency, even if after the Claims Period. This 15-day period
12 shall not be extended or waived by the Claims Administrator unless mutually agreed to in
13 writing by the Parties or as ordered by the Court.

14 40. Procedure for Objecting or Requesting Exclusion. The Parties agree that Plaintiff
15 may not opt out of the Settlement Class or file an objection to the Settlement, but that any other
16 Class Member or person(s) purporting to act on behalf of Class Members who wish to object to
17 the Settlement, or to be excluded from the Settlement must submit timely written objections
18 and/or requests for exclusion using the following procedures:

19 (a) The Notice shall provide that any Class Member(s) and person(s)
20 purporting to act on behalf of any Class Member(s) who wish to object to the Settlement may
21 file with the Claims Administrator a written statement objecting to the Settlement not later than
22 forty-five (45) calendar days from the date the Notice Packet is mailed by the Claims
23 Administrator.

24 (b) Notwithstanding, in the discretion of the Court, any Class Member, or
25 person purporting to object on behalf of any Class Member, may be received or considered by
26 the Court at the final approval hearing, regardless of whether a written notice of objection is
27 filed, as set forth above.

1 (c) A Class Member who fails to file a written objection in the manner
2 specified above shall be deemed to have waived any objections and shall be foreclosed from
3 making any objection to the Settlement, whether by appeal or otherwise.

4 (d) The Notice shall also provide that Class Members who wish to exclude
5 themselves from the Settlement must deliver to the Claims Administrator no later than the last
6 day of the Claims Period a written statement requesting exclusion from the Settlement Class.
7 Such written request for exclusion should contain the name, address, and telephone number of
8 the person requesting exclusion, and state, in effect, the following: I WISH TO BE
9 EXCLUDED (OPT OUT) FROM THE SETTLEMENT IN THE CLASS ACTION LAWSUIT
10 AGAINST AIRPORT VAN RENTAL, INC. I UNDERSTAND BY REQUESTING
11 EXCLUSION (OPTING OUT) FROM THE SETTLEMENT, I WILL NOT RECEIVE ANY
12 SETTLEMENT PROCEEDS. The Claims Administrator shall provide Defendants' Counsel the
13 names of individuals who make timely requests for exclusion.

14 (e) Class Members who submit a timely request for exclusion will not
15 receive a *pro rata* distribution from the Net Settlement Amount. No request for exclusion will
16 be accepted by the Claims Administrator if postmarked after the last day of the Claims Period.

17 (f) Class Members who fail to submit a timely request for exclusion in the
18 manner described herein shall be bound by all terms of the Settlement and final approval order,
19 regardless of whether he or she submits a Claim Form.

20 (g) If a Class Member timely submits both a completed Claim Form and a
21 request for exclusion from the Settlement, the Class Member shall be deemed to have submitted
22 only a valid Claim Form, and the request for exclusion shall be deemed null and void.

23 (h) If any Class Member who timely submits an objection, as determined by
24 the Court, files a notice of appeal of the final approval order within the time period permitted by
25 law, Defendant shall not be required to fund any portion of the Gross Settlement Fund, and the
26 Claims Administrator shall not distribute or pay any monies, until any such appeal(s) are finally
27 resolved in favor of the Settlement or dismissed with prejudice.

1 41. Reminder Notice. Thirty (30) calendar days following the initial mailing of the
2 Notice Packet to the Class, the Settlement Administrator will mail to each Class Member who
3 has not returned a Claim Form or requested exclusion from the settlement a postcard reminding
4 them of the deadline to file a Claim Form or request exclusion from the Settlement.

5 42. No Solicitation of Class Members. The Parties agree to use their best efforts to
6 carry out the terms of this Settlement. Neither the Parties nor their counsel or agents will contact
7 Class Members for the purpose of attempting to influence them to participate or not to
8 participate in this Settlement. However, if contacted by a Class Member, counsel for the Parties
9 and representatives of Defendants may provide information or assistance regarding any aspect
10 of the Settlement requested by the Class Member. At no time shall any of the Parties or their
11 counsel, agents, or representatives solicit or otherwise encourage Class Members or any other
12 persons (including but not limited to the LWDA) to submit written objections to the Settlement
13 or requests for exclusion from the Settlement, or encourage Class Members or any other person
14 to appeal from the final approval order.

15
16 **V. RELEASES**

17 43. Release by the Settlement Class. Upon final approval of this Settlement
18 Agreement, Plaintiff on his own behalf and as the Class Representative, all members of the
19 Settlement Class, and all persons purporting to act on their behalf or purporting to assert a claim
20 under or through them, including, but not limited to, their dependents, attorneys, heirs and
21 assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
22 guardians, personal representatives, and successors-in-interest, whether individual, class,
23 representative, legal, equitable, direct or indirect, or any other type or in any other capacity
24 (collectively, the “Releasing Parties”) hereby forever completely and irrevocably release and
25 discharge Airport Van Rental and any of its past, present, and future parents, affiliates,
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1 subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers,
2 directors, board members, trustees, shareholders, employees, agents, attorneys, auditors,
3 accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers,
4 and other persons acting on their behalf (collectively the “Released Parties”), from any and all
5 causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities,
6 expenses, and losses (including but not limited to unpaid wages, minimum wages, unpaid
7 overtime, accrued vacation, paid time off, interest, attorneys’ fees, meal and rest period
8 compensation, any claims based on allegedly noncompliant wage statements, any alleged forfeiture
9 or repayment of wages, vacation, or paid time off, and any right or claim for civil penalties pursuant
10 to the PAGA, California Labor Code § 2698 *et seq.*, any other claim for civil penalty arising from
11 the California Labor Code or Wage Order, any right or claim for violation of California Business &
12 Professions Code § 17200 *et seq.* and arising out of the action alleged, any violation of or breach of
13 the Fair Labor Standards Act (“FLSA” – only for those who timely submit claim forms as discussed
14 below) and any other claim arising from an alleged violation or breach of the California Labor
15 Code, and issues of any kind or nature whatsoever, that any of the Releasing Parties have or could
16 have had against any of the Released Parties arising out of the acts, facts, transactions, theories,
17 occurrences, representations, or omissions set forth, or which could have been set forth, given
18 the stated predicate allegations in the Complaint in this Action, including but not limited to
19 claims arising out of or under the California Labor Code, or the California Unfair Competition
20 Law, including but not limited to those claims set forth in Paragraph 2, above, as well as any
21 other state statute, rule and/or regulation, or similar causes of action arising from or relating to the
22 conduct alleged, through the time of final approval of the Settlement by the Court. The matters
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1 released as provided above in this paragraph are referred to in this Agreement as the “Released
2 Claims.”

3 44. FLSA Opt-In. The parties agree that the Claim Forms distributed to the Class will
4 include information regarding each member’s right to participate as an Opt-In Member of a
5 certified collective action for any and all claims raised by Plaintiffs pursuant to the Fair Labor
6 Standards Act (“FLSA”). The parties further agree that by submitting a Claim Form, the Persons
7 Identified as Class Members have opted-into the FLSA collective action for purposes of
8 releasing any and all FLSA claims raised in the Complaint (hereafter “Released FLSA Claims”)
9

10 45. Additional General Release of All Claims by Plaintiff. As of the Effective Date,
11 and for the duration of the Class Period, Plaintiff (on his own behalf and on behalf of his heirs,
12 executors, administrators, and assigns) knowingly and voluntarily releases and forever
13 discharges the Released Parties from any and all claims, known and unknown, asserted and
14 unasserted, that he has or may have had against Defendants or any of the Released Parties. Such
15 claims include, but are not limited to: breaches of contract, whether written, oral or implied;
16 violations of any public policy; tort claims, including but not limited to intentional infliction of
17 emotional distress and negligent infliction of emotional distress, defamation, misrepresentation,
18 and fraud; retaliation claims; common law claims; any other claims for damages, costs, fees, or
19 other expenses, including attorneys’ fees; and any violations of the following statutes, laws, and
20 regulations: Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act of
21 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The
22 Americans with Disabilities Act of 1990, as amended; The Age Discrimination in Employment
23 Act of 1967, as amended; the Older Workers Benefit Protection Act; the Employment
24 Retirement Income Security Act of 1974, as amended; the Occupational Safety and Health Act,
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1 as amended; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993, as
2 amended; the Fair Labor Standards Act; the California Fair Employment and Housing Act –
3 Cal. Gov’t Code § 12900, *et seq.*; the California Family Rights Act – Cal. Govt. Code §12945.2
4 *et seq.*; the California Unruh Civil Rights Act – Civ. Code § 51, *et seq.*; the California
5 Whistleblower Protection Law – Cal. Lab. Code §1102-5(a) to (c); the California Occupational
6 Safety and Health Act, as amended, California Labor Code § 6300, *et seq.*, and any applicable
7 regulations thereunder; the California Labor Code; the Labor Code Private Attorneys General
8 Act of 2004 – Cal. Lab. Code §§ 2698, *et seq.*; California Labor Code § 132a; and any other
9 federal, state, or local civil employment law, statute, regulation, or ordinance capable of being
10 released by Plaintiff, excluding any claims that cannot be released as a matter of law.
11

12 46. California Civil Code section 1542 as to Plaintiff. To effect a full and complete
13 general release as described above, Plaintiff expressly waives and relinquishes all rights and
14 benefits of California Civil Code section 1542, and does so understanding and acknowledging
15 the significance and consequence of specifically waiving rights under Civil Code section 1542,
16 which states as follows:
17

18 **A general release does not extend to claims which the creditor**
19 **does not know or suspect to exist in his or her favor at the time**
20 **of executing the release, which if known by him or her must**
21 **have materially affected his or her settlement with the debtor.**

22 Thus, notwithstanding the provisions of Civil Code section 1542, and to implement a
23 full and complete release and discharge, Plaintiff expressly acknowledges this Settlement is
24 intended to include in its effect, without limitation, all known and unknown claims, including
25 any claims that he/she does not know or suspect to exist in his favor against the Released Parties
26 at the time of signing this Settlement, and that this Settlement contemplates the extinguishment
27 of any such claim or claims. Plaintiff acknowledges he may later discover facts different from

1 or in addition to those he now knows or believes to be true regarding the matters released or
2 described in this Settlement, and nonetheless agrees that the releases and agreements contained
3 in this Settlement shall remain fully effective in all respects notwithstanding any later discovery
4 of any different or additional facts. Plaintiff assumes any and all risks of any mistake in
5 connection with the true facts involved in the matters, disputes, or controversies described in
6 this Settlement or with regard to any facts now unknown to Plaintiff relating to those matters.

7 **VI. JUDICIAL APPROVALS**

8 47. Duties of Parties Prior to Preliminary Approval. Counsel for the Parties shall
9 jointly request a hearing before the Court to seek preliminary approval of the Settlement on the
10 earliest practical date following execution of this Settlement. In conjunction with such hearing,
11 the Parties will provide the Court with this Settlement, and any other documents necessary to
12 implement the Settlement. Simultaneously with the filing of this Settlement, and solely for
13 purposes of this Settlement, Counsel for the Parties will request that the Court enter a
14 Preliminary Approval Order for the purpose of:

- 15 (a) Preliminarily approving the proposed Settlement;
 - 16 (b) Provisionally certifying the Class and approving the Class Period for
17 settlement purposes only;
 - 18 (c) Approving The Spivak Law Firm and the United Employees Law Group
19 to serve as Class Counsel and Plaintiff Carlos Simon as Class
20 Representative;
 - 21 (d) Providing Notice of the Settlement and related matters, including the
22 Claim Form, to be disseminated to Class Members as specified herein or
23 as may otherwise be ordered by the Court, provided that such order is
24 also acceptable to the Parties and consistent with the terms of this
25 Settlement; and
 - 26 (e) Scheduling a final approval hearing.
- 27

1 48. Duties of Parties Following Preliminary Approval. Following preliminary
2 approval, notice to the Class and an opportunity for objection, a final approval hearing shall be
3 held on a date set by the Court. In connection with the final approval hearing, the Parties shall
4 file such papers with the Court as either their counsel or the Court may determine to be
5 necessary. Plaintiff's counsel shall file proof of notice to the Class before the final approval
6 hearing and will submit a proposed final approval order and judgment for review by the Court
7 for the purpose of:

- 8 (a) Approving the settlement, adjudging the terms to be fair, reasonable and
9 adequate, and directing consummation of its terms and provisions;
- 10 (b) Approving Class Counsel's application for the Expense Award, the Fee
11 Award, the Enhancement Award, the PAGA Payment, and
12 Administration Costs as set forth herein; and
- 13 (c) Entering a final approval order and judgment as final disposition of the
14 Action in its entirety, intended to be immediately appealable. Upon entry
15 of the final approval order and judgment, each and every Settlement
16 Class Member shall be deemed to have conclusively released and forever
17 discharged the Released Parties for any and all Released Claims, and
18 shall be permanently barred and enjoined from the institution or
19 prosecution of any and all Released Claims against the Released Parties,
20 except as to such rights or claims as may be created by the Settlement. It
21 is expressly agreed by the Parties that the Court will retain jurisdiction
22 over the Action only: (i) to enforce the terms of this Settlement; (ii)
23 address any settlement administration matters that may arise; and (iii)
24 address such post-Judgment matters as may be appropriate under the
25 Court's rules or applicable law.

26 49. Voiding Settlement. If the Court declines to approve any material term or
27 condition of this Settlement, including without limitation the Reversion, then this entire

1 Settlement shall be void and unenforceable as to all Parties herein, at the option of any Party,
2 within thirty (30) calendar days of mailing notice of the Court's action. Further, Defendant has
3 the option of voiding this Settlement within thirty (30) calendar days of receiving notice that the
4 number of Settlement Class Members timely completing valid requests for exclusion from the
5 settlement (opt out) is five percent (5%) or more of all Class Members.

6 50. If the Settlement does not become final for any reason, this Settlement shall be
7 null and void *ab initio*, no Party shall be bound by the terms thereof, neither this Settlement
8 shall be admissible or offered into evidence in the litigation or any other action for any purpose
9 whatsoever, and any order or judgment entered by the Court in furtherance of this Settlement
10 shall be treated as withdrawn or vacated by stipulation of the Parties. In such case, the Parties
11 shall be returned to their respective positions as of the date immediately prior to the execution
12 of this Settlement, and the Parties shall proceed in all respects as if this Settlement had not been
13 executed, and Defendants shall have no obligation to make any payments to Plaintiff, Counsel
14 for Plaintiff, the LWDA, the Claims Administrator or any Class Member. Notwithstanding the
15 foregoing, an appeal of, a modification of, a reversal on appeal, or the reduction of any Fee
16 Award and Expense Award or Enhancement Award shall not constitute grounds for cancellation
17 and termination of this Settlement.

18 **VII. MISCELLANEOUS PROVISIONS**

19 51. Option To Void the Settlement. Plaintiff may at his option withdraw from this
20 Settlement if Defendants fail to timely meet any of their monthly payment obligations. In the
21 event Plaintiff exercises this option, Defendants shall not be entitled to a return of any portion
22 of the settlement funds that they have already paid and such funds will be distributed among
23 Plaintiff, the Participating Class Members, Class Counsel, the LWDA, and the Claims
24 Administrator *pro rata*. However, Defendants will be entitled to a credit for any amounts paid
25 against any subsequent judgment.

26 52. Reliance On Defendants' Representations about Defendant AVR's Financial
27 Condition. Plaintiff and Class Counsel relied heavily on the declaration of Defendant Yazdan

1 “Yaz” Irani discussed above. If Plaintiff discovers that any of the statements made by Mr. Irani
2 in his declaration are untrue, Plaintiff at his option may withdraw from this Settlement upon
3 thirty (30) days’ written notice to the Defendants’ counsel. In the event Plaintiff exercises this
4 option, Defendants shall not be entitled to a return of any portion of the settlement funds that
5 they have already paid and such funds will be distributed among Plaintiff, the Participating
6 Class Members, Class Counsel, the LWDA, and the Claims Administrator *pro rata*. However,
7 Defendants will be entitled to a credit for any amounts paid against any subsequent judgment.

8 53. Voluntary Nature. The Parties acknowledge they have entered into this
9 Settlement voluntarily, on the basis of their own judgment and without coercion, duress, or
10 undue influence of any Party, and not in reliance on any promises, representations, or
11 statements made by the other Parties other than those contained in this Settlement. Each of the
12 Parties hereto expressly waives any right he/it might ever have to claim that this Settlement was
13 in any way induced by fraud.

14 54. Informed Consent. Prior to execution of this Settlement, each Party has read this
15 entire Settlement and been given the opportunity to consult with independent counsel of their
16 choosing and to have such independent counsel advise as to the meaning of this Settlement and
17 its legal effect.

18 55. Authority. The signatories hereby represent that they are fully authorized to enter
19 into this Settlement and to bind the Parties hereto to the terms and conditions hereof.

20 56. Cooperation. The Parties agree to fully cooperate with each other to accomplish
21 the terms of this Settlement, including but not limited to, execution of such documents and to
22 take such other action as may reasonably be necessary to implement the terms of this
23 Settlement. The Parties shall use their reasonable best efforts, including all efforts contemplated
24 by this Settlement and any other efforts that may become necessary by order of the Court, or
25 otherwise, to effectuate this Settlement and the terms set forth herein.

26 57. No Admissions. Nothing contained herein is to be construed or deemed an
27 admission of liability on the part of Defendants. Defendant denies any liability or wrongdoing

1 of any kind associated with the claims alleged by Plaintiff, and further contends that, for any
2 purpose other than settlement, this Action is not appropriate for class treatment. Defendants
3 contend, among other things, that they complied at all times with all applicable state and federal
4 laws, rules, regulations and orders. Plaintiff believes he filed a meritorious action, and that the
5 requisites for class certification can be satisfied in this case. Each Party hereto has entered into
6 this Settlement with the intention to avoid further disputes and the expense and inconvenience
7 of continued litigation.

8 58. Publicity. The Parties and their counsel agree that they will not, unless required
9 by law, issue any press releases or have any communications with the press concerning this
10 litigation, one another, and/or Defendants' business practices. Plaintiff and Plaintiff's counsel
11 will not publicize the Settlement on its websites or otherwise and will not communicate the
12 terms of the Settlement to any other person outside the Action, including members of the press,
13 news media, etc. (including organizations that publicize verdicts and settlements). Plaintiff and
14 Class Counsel further agree that they shall not promote, or publicize the Settlement with anyone
15 other than the Court, and in particular agree that they will not issue any press releases, engage in
16 any communications, or take any other action that would provide the press or media or any
17 litigation reporting service with information about this Action or the Settlement, or otherwise
18 enable or allow the press or other media or any litigation reporting service to learn or obtain
19 such information. Plaintiff and Plaintiff's counsel further agree that if contacted regarding this
20 case, they will state only that the matter is resolved. Nothing herein shall be interpreted as
21 preventing any good-faith communications by any Counsel for the Parties and/or any Parties
22 with the Court, Class Members, or the Claims Administrator for the sole purpose of facilitating
23 the Settlement of the Action.

24 59. Construction. The Parties agree that this Settlement is the result of lengthy,
25 intensive arms-length negotiations between the Parties and that this Settlement shall not be
26 construed in favor of or against any Party by reason of the extent to which that Party has
27 participated in the drafting of this Settlement.

1 60. Captions and Interpretations. Paragraph titles or captions contained herein appear
2 as a matter of convenience and for reference, and in no way define the scope of this Settlement
3 or any provision hereof.

4 61. Modifications. This Settlement may not be changed, altered, or modified, except
5 in writing and signed by the Parties hereto as approved by the Court. This Settlement may not
6 be discharged except by performance in accordance with its terms or by a writing signed by the
7 Parties hereto as approved by the Court.

8 62. Waiver. No waiver of any of the terms of this Settlement shall be valid unless in
9 writing and signed by the Party to this Settlement against whom such waiver is sought to be
10 enforced. The waiver by any Party to any provision of this Settlement shall not operate or be
11 construed as a waiver of any subsequent breach by any Party, nor shall any waiver operate or be
12 construed as a rescission of this Settlement.

13 63. Integration. This Settlement constitutes the entire Settlement of the Parties with
14 respect to the matters discussed herein, and no oral or written representations, warranties, or
15 inducements have been made to any Party concerning this Settlement or its Exhibits other than
16 the representations, warranties, and covenants contained and memorialized in such documents.
17 All prior or contemporaneous negotiations, agreements, understandings, and representations,
18 whether written or oral, are expressly superseded hereby and are of no further force and effect.
19 Each of the Parties acknowledges that it has not relied on any promise, representation, or
20 warranty, express or implied, not contained in this Settlement.

21 64. No Prior Assignments. This Settlement shall be binding upon and inure to the
22 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and
23 successors. The Parties hereto represent, covenant, and warrant they have not directly or
24 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
25 any person or entity any portion of any liability, claim, demand, action, cause of action or rights
26 herein released and discharged except as set forth herein.

27

1 65. Governing Law. This Settlement is made and entered into under the laws of the
2 State of California, and shall be interpreted, applied and enforced under those laws, and any
3 litigation concerning this Settlement shall be in the Superior Court of the State of California for
4 the County of San Mateo.

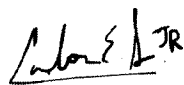
5 66. Execution. This Settlement may be executed in one or more counterparts, each of
6 which shall be an original, provided that counsel for the Parties shall exchange among
7 themselves original signed counterparts.

8 67. Signatories. The Parties agree that, because the Class Members are so numerous,
9 it is impossible or impractical to have each Settlement Class Member execute this Settlement.
10 Therefore, the Notice Packet will inform all Class Members of the binding nature of the releases
11 contained in this Settlement and shall have the same force and effect as if this Settlement were
12 executed by each Settlement Class Member.

13 IN WITNESS WHEREOF: the undersigned have duly executed this Settlement as of the
14 date set forth below:

15
16 Dated: 11/27/2017

By:



Carlos Simon
Plaintiff and Class Representative

17
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19 Dated: _____

By:

Walter Haines
The United Employees Law Group
Counsel for Plaintiff and the Class

20
21
22 Dated: _____

By:

David Spivak
The Spivak Law Firm
Counsel for Plaintiff and the Class

1 65. Governing Law. This Settlement is made and entered into under the laws of the
2 State of California, and shall be interpreted, applied and enforced under those laws, and any
3 litigation concerning this Settlement shall be in the Superior Court of the State of California for
4 the County of San Mateo.

5 66. Execution. This Settlement may be executed in one or more counterparts, each of
6 which shall be an original, provided that counsel for the Parties shall exchange among
7 themselves original signed counterparts.

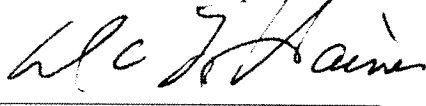
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9 it is impossible or impractical to have each Settlement Class Member execute this Settlement.
10 Therefore, the Notice Packet will inform all Class Members of the binding nature of the releases
11 contained in this Settlement and shall have the same force and effect as if this Settlement were
12 executed by each Settlement Class Member.

13 IN WITNESS WHEREOF: the undersigned have duly executed this Settlement as of the
14 date set forth below:

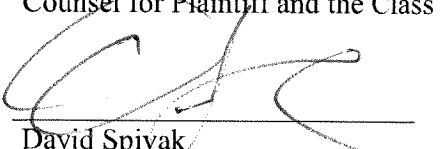
15
16 Dated: _____

By: _____
Carlos Simon
Plaintiff and Class Representative

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18
19 Dated: Oct 10, 2017

By: 
Walter Haines
The United Employees Law Group
Counsel for Plaintiff and the Class

20
21
22 Dated: 11/27/17

By: 
David Spivak
The Spivak Law Firm
Counsel for Plaintiff and the Class

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Dated: 10/2/17

By: [Signature]
Yazdan "Yaz" Irani, President of Airport
Van Rental, Inc. for himself as an
individual Defendant and for Defendant
Airport Van Rental, Inc.

Dated: 10/2/17

By: [Signature]
Joel Glaser
Joel Glaser APC
Counsel for Defendants Airport Van
Rental, Inc. and Yazdan "Yaz" Irani

CLAIM FORM

In The Matter of:
Simon v. Airport Van Rental, Inc.
San Mateo County Superior Court, Case No. CIV536624

INSTRUCTIONS: IF YOU CHOOSE TO PARTICIPATE IN THE SETTLEMENT, COMPLETE THIS CLAIM FORM TO REMAIN ELIGIBLE TO RECEIVE A MONETARY RECOVERY, AND PROMPTLY RETURN THIS FORM POSTMARKED ON OR BEFORE _____, 2017 TO:

Simon v. Airport Van Rental, Inc. Class Action
c/o _____ Claims Administrator
[ADDRESS]
[TELEPHONE NUMBER]

1. CLAIMANT IDENTIFICATION [CORRECT INFORMATION]

Name: _____ Name While Employed: _____
Address: _____

Telephone: home: () _____
Telephone: work/cell: () _____

**IF ANY OF THE INFORMATION ABOVE IS INCORRECT,
YOU MUST PROVIDE THE CORRECT INFORMATION IN THE SPACE PROVIDED ABOVE.**

2. EMPLOYMENT WITH AIRPORT VAN RENTAL, INC.

Section A: Claim Based on Employer's Records

Airport Van Rental, Inc.'s records show that you currently work, or previously worked, for Airport Van Rental, Inc. either directly, or through a temporary employment agency, as a non-exempt hourly employee (or comparable position) in California at some point during the time period from December 15, 2011 to August 10, 2016 ("the Class Period").

The amount that you will receive if you participate in the Settlement depends on the number of Workshifts you worked while employed in a qualifying position in California during the Class Period ("Qualifying Workshifts"). Airport Van Rental, Inc.'s records show that you were employed a total of <<#>> Qualifying Class Member Workshifts between December 15, 2011 and August 10, 2016. The estimated amount of your Individual Settlement Award is \$<<_.>>. Your Individual Settlement Award was determined on a *pro rata* basis with all other Class Members' Qualifying Workshifts as explained in the attached Notice.

Please note the Individual Settlement Award stated here is an estimate. The actual amount you receive may be different, subject to Court approval of deductions from the Gross Settlement Fund, actual costs of administration, and participation by other Class Members subject to the Guaranteed Minimum Payout described in the Notice. The Individual Settlement Award to each Participating Class Member is required by law to be reduced by applicable payroll tax withholdings and deductions. No representation is made by the Class Representative, Class Counsel or

Airport Van Rental, Inc. concerning the tax consequences of the Settlement or your election to participate in the Settlement.

If you agree with the Qualifying Workshifts stated above and want to participate in the Settlement, please sign, date where indicated below, and return this Claim Form to the Claims Administrator. **If you disagree with the Qualifying Workshifts stated above and want to participate in the Settlement, please complete Section B below before you sign, date and return this Claim Form.** Your completed Claim Form must be postmarked or received by the Claims Administrator **on or before** _____, 2017 to remain eligible to receive an Individual Settlement Award.

It is your responsibility to ensure the Claims Administrator has timely received your Claim Form. You may contact the Claims Administrator at the toll-free number below to ensure that your Claim Form has been received.

Equally important, is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your share of the settlement. You will not receive an Individual Settlement Payment for approximately five years from the Court's final approval of the Settlement.

Section B: Claim Based on Information Provided by Class Member

Complete this section **ONLY IF** you believe that the information set forth in Section A above is not accurate. When you return this Claim Form to the Claims Administrator, **you should also send any documentation you have** that supports or relates to the information that you provide in this Section B. Workshifts from Airport Van Rental, Inc. in California in non-qualifying positions or prior to December 15, 2011 are not included in the determination of Qualifying Workshifts.

Information regarding _____, is as follows:
Class Member Name

<u>Time Periods Worked</u> (Provide beginning and end dates.)
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3.
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5.

3. TO RECEIVE YOUR INDIVIDUAL SETTLEMENT AWARD

YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM TO THE CLAIMS ADMINISTRATOR BY FIRST CLASS U.S. MAIL, OR EQUIVALENT, POSTMARKED ON OR BEFORE <DATE>, 2017, AT THE FOLLOWING ADDRESS OR IN THE ENVELOPE PROVIDED:

Simon v. Airport Van Rental, Inc. Class Action Claims Administration
c/o _____

[ADDRESS]
[TELEPHONE NUMBER]

It is very strongly recommended that you 1) keep a copy of the postmarked return envelope or other proof which reflects the timely submission of your Claim Form, and 2) a copy of your completed Claim Form and any supporting documentation submitted in support of disputed Qualifying Workshifts.

If your address changes, it is your responsibility to send the Claims Administrator your new address and contact information to ensure receipt of any further notices as well as your Individual Settlement Award.

The Claims Administrator will distribute Individual Settlement Awards following final Court approval of the Settlement and after all rights to appeal or review are resolved in favor of the Settlement. It's always uncertain whether appeals can be resolved, and resolving them takes time, perhaps more than a year. Even if there are no appeals, distribution of Individual Settlement Awards to Participating Class Members may not occur until after _____ **[anticipated distribution date]**. Please be patient.

4. RELEASE

Unless you exclude yourself, and upon final approval of this Settlement Agreement, you and your dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the "Releasing Parties") hereby forever completely and irrevocably release and discharge Airport Van Rental, Yazdan "Yaz" Irani, and any of their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors, board members, trustees, shareholders, employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf (collectively the "Released Parties"), from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses (including but not limited to unpaid wages, minimum wages, unpaid overtime, accrued vacation, paid time off, interest, attorneys' fees, meal and rest period compensation, any claims based on allegedly noncompliant wage statements, any alleged forfeiture or repayment of wages, vacation, or paid time off, and any right or claim for civil penalties pursuant to the PAGA, California Labor Code § 2698 *et seq.*, any other claim for civil penalty arising from the California Labor Code or Wage Order, any right or claim for violation of California Business & Professions Code § 17200 *et seq.* and arising out of the action alleged, any violation of or breach of the Fair Labor Standards Act ("FLSA" – only for those who timely submit claim forms as discussed below) and any other claim arising from an alleged violation or breach of the California Labor Code, and issues of any kind or nature whatsoever, that any of the Releasing Parties have or could have had against any of the Released Parties arising out of the acts, facts, transactions, theories, occurrences, representations, or omissions set forth, or which could have been set forth, given the stated predicate allegations in the Complaint in this Action, including but not limited to claims arising out of or under the California Labor Code, or the California Unfair Competition Law, including but not limited to those claims set forth in Paragraph 2, above, as well as any other state statute, rule and/or regulation, or similar causes of action arising from or relating to the conduct alleged, through the time of final approval of the Settlement by the Court. The matters released as provided above in this paragraph are referred to in this Agreement as the "Released Claims."

FLSA Opt-In. This Claim Form also operates as your right to participate as an Opt-In Member of a certified collective action for any and all claims raised by Plaintiffs pursuant to the Fair Labor Standards Act ("FLSA"). By submitting a Claim Form, you will have been deemed to have opted-into the FLSA collective action for purposes of releasing any and all FLSA claims raised in the Complaint (hereafter "Released FLSA Claims").

The specific and complete terms of the proposed Settlement are filed with the Clerk of the Court. You may view and obtain copies of the documents filed in this case by going to the Clerk's office located at 400 County Center, Redwood City, California 94063. The Court does not provide case information via the Internet. On-site public access information terminals are available for researching cases at the Court. Information about the case may also be obtained by contacting the attorneys or Claims Administrator using the contact information provided in Question 25 of the Notice.

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Signed: _____ *

Date: _____ *

Print Name: _____ *

Last 4 Digits of Soc. Sec. # _____ *

*Required Information

[CLAIM NO. _____]

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
(CASE NO. CIV536624)**

**IF YOU HAVE BEEN EMPLOYED BY AIRPORT VAN RENTAL, INC.
IN CALIFORNIA AS A NON-EXEMPT EMPLOYEE,
YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

- If finally approved by the Court, a proposed Settlement will resolve a class action lawsuit filed against Airport Van Rental, Inc. and its president Yazdan “Yaz” Irani (“Defendants”) involving claims under California’s labor laws for alleged failure to provide lawful meal periods, alleged failure to pay wages (including claims for time allegedly worked but not compensated, off-the-clock time, unpaid minimum or overtime, alleged failure to timely pay all wages due and owing at the time of termination, alleged failure to provide or maintain accurate wage statements and records, among other allegations, on behalf of all individuals employed directly by Defendants, or through a temporary employment agency, as hourly, non-exempt employees (including comparable positions) in the State of California from December 15, 2011 to August 10, 2016 (the “Class Period”).
- The proposed Settlement, as amended by stipulation of the Parties and conditionally approved by the Court, is a compromise reached by the Parties and the two sides disagree on how much money, if any, might have been awarded if the case proceeded to trial. The Court has not determined whether or not Defendants violated the law. Defendants deny that they did anything wrong and maintains they complied at all times with all applicable laws, rules, and regulations.
- There is no money available now, and no guarantee there will be. However, your legal rights are affected whether you act or don't act. **Read this notice carefully. NO RETALIATION: Defendants will not fire, punish, retaliate, or otherwise discriminate against any person because he or she chooses to participate in this Settlement, chooses not to participate, or objects to the Settlement.**

SUBMIT A CLAIM FORM	Await the outcome. Remain eligible to receive a payment. Only eligible current or former employees who submit a Claim Form may receive a payment, provided the Court grants final approval of the Settlement.
DO NOTHING	Stay in this lawsuit. Get no payment. Give up certain rights. By doing nothing, you will not receive any money or benefits that may come from the Settlement and you give up any rights to sue Defendants separately about the same legal claims in this lawsuit. However, if you do not submit a Claim Form, you will retain your rights and claims under the federal Fair Labor Standards Act (“FLSA”). The Settlement will only discharge and extinguish your claims under California law.
ASK TO BE EXCLUDED	Get no payment. Get out of this lawsuit. Keep your rights. If you ask to be excluded and money or benefits are later awarded, you won't share in those. But, you keep any rights to sue Defendants separately, at your own expense, about the same legal claims in this lawsuit.

- Your options - **and the deadlines to exercise them** - are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. **Please be patient.**
- **Any questions? Read on or call the Court-approved Claims Administrator, _____ at _____**

(000) 000-0000

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BASIC INFORMATION

1. Why did I get this notice package?

Airport Van Rental, Inc.'s records show that you currently work, or previously worked, for Airport Van Rental, Inc., either directly or through a temporary employment agency, as a non-exempt hourly employee, or comparable position, in California during the Class Period.

The Court authorized this Notice because you have a right to know about the proposed compromise of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it and after objections and appeals are resolved, a Claims Administrator appointed by the Court will distribute payments under the terms of the Settlement (the "Individual Settlement Awards").

This Notice, including the attached Claim Form, explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

The San Mateo County Superior Court is in charge of the case. The lawsuit is known as *Simon v. Airport Van Rental, Inc.*, Civil No. CIV536624 (the "Action"). The lawsuit alleges Defendants failed to provide lawful meal periods, failed to pay overtime wages at the correct rates, failed to timely pay all wages due and owing at the time of termination, failed to provide or maintain accurate wage statements and records, and other violations of California law. The Defendants deny these allegations and contend they fully complied with all applicable laws and, for any purpose other than settlement, the lawsuit is not appropriate for class treatment. The Court did not determine Defendants have done anything wrong.

On _____, 2017 the Court approved the Parties' motion for an order that does the following:

- 1.) conditionally certifies the Class for settlement purposes only;
- 2.) grants preliminary approval of the proposed Settlement;
- 3.) approves this Notice, which includes setting a schedule and procedure for filing Claim Forms, objections and exclusion requests; and
- 4.) schedules a final fairness determination hearing for consideration of final Court approval of the Settlement on _____, 2017, ____ a.m. in Dept. 2 of the Superior Court of California, County of San Mateo, located at Courtroom 2E, 400 County Center, Redwood City, California 94063 (the "Final Approval Hearing").

The Court file contains the Settlement documents with more information about the lawsuit. The Court does not provide case information *via* the Internet. On-site public access information terminals are available for researching cases at the Court.

3. What is a class action and who is involved?

In a class action lawsuit, a person called a "Class Representative" (in this case Carlos Simon) sues on behalf of other people alleged to have similar claims. The people together are a "Class" or "Class Members." The individual who sued is called the Plaintiff. The company Plaintiff sued (in this case Airport Van Rental, Inc.) is called the defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Settlement (also called "opting-out"), as described in Question 13 below.

4. Why is there a settlement?

The Court hasn't decided whether Plaintiff or Defendants is correct. By conditionally certifying this class action for settlement purposes only, granting preliminary approval of the proposed Settlement, and issuing this Notice, the Court is not suggesting that Plaintiff would win or lose this case if it proceeded to trial.

The Defendant does not admit the allegations asserted in the case. The Defendants deny that any of their practices at

issue in the lawsuit are unlawful and reserves the right to object to all claims if the Settlement fails for any reason. This class action will be more efficient than many individual lawsuits. Instead of a trial, the Parties agreed to the Settlement. That way, they avoid the cost, risk and uncertainty of a trial, and the affected employees receive compensation. The Class Representative and the attorneys believe the Settlement is fair, reasonable and adequate and in the best interests of all Class Members.

WHO IS IN THE CLASS SETTLEMENT?

5. How do I know if I am part of the settlement?

The Court decided that all current and former non-exempt hourly employees including rental agents, and in other comparable positions, employed by Airport Van Rental, Inc. in California at any time during the period of December 15, 2011 to August 10, 2016 are Class Members. It was determined that you fit within this description through Airport Van Rental, Inc.'s business records.

6. Are there exceptions to being included?

Only those current or former employees of Airport Van Rental, Inc. are a part of the Settlement.

If you choose to exclude yourself pursuant to the instructions in Question 13, you will no longer be included in the Settlement.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the Claims Administrator or lawyers in this case using the contact information provided in Questions 16 and 25.

THE SETTLEMENT BENEFITS - WHAT YOU GET

8. What does the Settlement provide?

Provided the Settlement is finally approved by the Court, Defendants agree to establish a "Gross Settlement Fund" of up to Three Hundred Thousand dollars (\$300,000) to resolve the claims of all Settlement Class Members. The Gross Settlement Fund includes (a) expenses and fees of the Claims Administrator up to \$15,000; (b) an Enhancement Award of \$5,000 to the Class Representative; (c) attorneys' fees of up to \$100,000 and litigation expenses of up to \$15,000 to Class Counsel; and (d) \$1,000 allocated to settle claims brought pursuant to the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* ("PAGA"). The Court must approve these payments at the Final Approval Hearing.

The net sum remaining after deducting these Court-approved payments (called the "Net Settlement Fund") will be available for distribution to Class Members who submit valid and timely Claim Forms ("Participating Class Members"), as described in Question 10 below.

Provided the Settlement is finally approved by the Court, Defendants will begin to deposit the Gross Settlement Fund with the Claims Administrator within twenty (20) calendar days following the date upon which they receive the routing instructions from the Claims Administrator as follows: Within twenty (20) calendar days following the date upon which Defendants receive the routing instructions, the Defendants shall deposit \$3,000. Thereafter, Defendants shall by the first day of each and every calendar month make an installment payment until the Gross Settlement Fund, or lesser amount awarded, until it is paid in full, as follows:

<u>Payment Month</u>	<u>Amount</u>
2	\$3,000.00
3	\$3,000.00
4	\$3,000.00
5	\$3,000.00

1	6	\$3,000.00
	7	\$3,000.00
2	8	\$3,000.00
	9	\$3,000.00
3	10	\$3,000.00
	11	\$3,000.00
4	12	\$3,000.00
	13	\$4,000.00
5	14	\$4,000.00
	15	\$4,000.00
6	16	\$4,000.00
	17	\$4,000.00
7	18	\$4,000.00
	19	\$4,000.00
8	20	\$4,000.00
	21	\$4,000.00
9	22	\$4,000.00
	23	\$4,000.00
10	24	\$4,000.00
	25	\$5,000.00
11	26	\$5,000.00
	27	\$5,000.00
12	28	\$5,000.00
	29	\$5,000.00
13	30	\$5,000.00
	31	\$5,000.00
14	32	\$5,000.00
	33	\$5,000.00
15	34	\$5,000.00
	35	\$5,000.00
16	36	\$5,000.00
	37	\$6,000.00
17	38	\$6,000.00
	39	\$6,000.00
18	40	\$6,000.00
	41	\$6,000.00
19	42	\$6,000.00
	43	\$6,000.00
20	44	\$6,000.00
	45	\$6,000.00
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	47	\$6,000.00
22	48	\$6,000.00
	49	\$7,000.00
23	50	\$7,000.00

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54	\$7,000.00
55	\$7,000.00
56	\$7,000.00
57	\$7,000.00
58	\$7,000.00
59	\$7,000.00
60	\$7,000.00

The Parties anticipate that the Defendants shall make a total of sixty (60) equal installment payments if there is no Reversion though Defendants may prepay the Gross Settlement Fund, or lesser amount awarded, in less than 60 months (or five years) of deadline for the first installment payment. The actual amount of the Gross Settlement Fund shall be based on the value of valid claims timely worked for Participating Class Members.

9. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit asserting the legal issues that were or could have been brought in *this* case through <<preliminary approval order date>>. It also means that all of the Court's orders will apply to you and legally bind you. See Question 13 if you want to find out how to exclude yourself from participation in the Class. All Class Members who do not exclude themselves are "Settlement Class Members."

Unless you exclude yourself, and upon final approval of this Settlement Agreement, you and your dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the "Releasing Parties") hereby forever completely and irrevocably release and discharge Airport Van Rental, Yazdan "Yaz" Irani, and any of their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors, board members, trustees, shareholders, employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf (collectively the "Released Parties"), from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses (including but not limited to unpaid wages, minimum wages, unpaid overtime, accrued vacation, paid time off, interest, attorneys' fees, meal and rest period compensation, any claims based on allegedly noncompliant wage statements, any alleged forfeiture or repayment of wages, vacation, or paid time off, and any right or claim for civil penalties pursuant to the PAGA, California Labor Code § 2698 *et seq*, any other claim for civil penalty arising from the California Labor Code or Wage Order, any right or claim for violation of California Business & Professions Code § 17200 *et seq*. and arising out of the action alleged, any violation of or breach of the Fair Labor Standards Act ("FLSA" – only for those who timely submit claim forms as discussed below) and any other claim arising from an alleged violation or breach of the California Labor Code, and issues of any kind or nature whatsoever, that any of the Releasing Parties have or could have had against any of the Released Parties arising out of the acts, facts, transactions, theories, occurrences, representations, or omissions set forth, or which could have been set forth, given the stated predicate allegations in the Complaint in this Action, including but not limited to claims arising out of or under the California Labor Code, or the California Unfair Competition Law, including but not limited to those claims set forth in Paragraph 2, above, as well as any other state statute, rule and/or regulation, or similar causes of action arising from or relating to the conduct alleged, through the time of final approval of the Settlement by the Court. The matters released as provided above in this paragraph are referred to in this Agreement as the "Released Claims."

FLSA Opt-In. The Claim Form submitted with this Notice operates as your right to participate as an Opt-In Member of a certified collective action for any and all claims raised by Plaintiffs pursuant to the Fair Labor Standards Act ("FLSA"). By submitting a Claim Form, you will have been deemed to have opted-into the FLSA collective action for purposes of releasing any and all FLSA claims raised in the Complaint (hereafter "Released

FLSA Claims”).

The Court file contains the complete Settlement documents with more information about the lawsuit. The Court does not provide case information via the Internet. On-site public access information terminals are available for researching cases at the Court. Information about the case may also be obtained by contacting the attorneys or Claims Administrator using the contact information provided in Question 25.

10. How do I get a payment?

If you choose to participate in the Settlement, you must sign and date the attached Claim Form and either (1) mail the completed Claim Form by postage prepaid U.S. first class mail postmarked by no later than <<date>> to the Claims Administrator at the following address, or (2) if delivered by any means other than postage prepaid U.S. first class mail, deliver the Claim Form so the Claims Administrator actually receives it no later than <<date>> at the following address:

Simon v. Airport Van Rental, Inc. Class Action Claims Administration

c/o _____

[ADDRESS]

[TELEPHONE NUMBER]

The Claims Administrator is in charge of mailing payments to Participating Class Members. The settlement payments will not be made for approximately five years. It is your responsibility to **keep a current address on file** with the Claims Administrator to ensure that you receive your settlement payment should the Court order final approval of the Settlement. **If you move and the Claims Administrator cannot locate a current address for you, you will not receive a payment.**

11. When would I get my payment?

The Claims Administrator will distribute Individual Settlement Awards only after the Court enters an order granting final approval of the Settlement following the Final Approval Hearing. The Claims Administrator will not distribute the Individual Settlement Awards for approximately five years following Final Approval by the Court. If there is an appeal of an order granting final approval of the Settlement, payments will be delayed until all appeals are resolved in favor of the Settlement. Following the Effective Date of the Settlement, Defendants will pay the Gross Settlement Fund, as approved by the Court, and any distribution of Individual Settlement Awards to Participating Class Members may not occur until after <<anticipated distribution date>>. Please be patient. **Because Defendants will not fund the Settlement until after the deadline for submission of Claim Forms, it is important that you advise the Claims Administrator of any changes to your mailing address and other contact information should they change after the deadline for submission of Claim Forms.**

12. How much will my payment be?

The distribution formula set forth in the Settlement, as amended by stipulation of the Parties and conditionally approved by the Court, is based on a ratio of Workshifts you worked for Airport Van Rental, Inc. in eligible positions during the Class Period (“Qualifying Workshifts”) to the Qualifying Workshifts of other Class Members for the same period. You are therefore eligible to receive a share of the Net Settlement Fund calculated in proportion to the time you worked for Airport Van Rental, Inc. Your Qualifying Workshifts were determined from Airport Van Rental, Inc.’s records. If you disagree with the number of Qualifying Workshifts set forth in the attached Claim Form, you may complete Section B of the Claim Form and submit any records to the Claims Administrator to support your disputed claim.

The Claims Administrator calculated the estimated amount of your Individual Settlement Award, as shown on the attached Claim Form. However, the final amount will not be known until after time has expired for all Class Members to return their Claim Forms or request exclusion from the Settlement. Class Members who do not submit a Claim Form or who request exclusion will have their share of the Settlement reapportioned as available for distribution to Participating Class Members (subject to the Guaranteed Minimum Payout described further below),

possibly resulting in adjustments to the Individual Settlement Awards prior to distribution by the Claims Administrator.

The Class Period is December 15, 2011 through <<the date of preliminary approval of the Settlement by the Court>>. If you received this notice, you have Qualifying Workshifts in the Class.

The total amount actually distributed to all Participating Class Members for Qualifying Class Member Workshifts shall equal at least the value of the all Qualifying Class Member Workshifts combined. The Parties agree that the total amount actually distributed to all Participating Class Members shall equal at least 50% of the Net Settlement Fund (the “Guaranteed Minimum Payout”). Accordingly, if the total estimated Individual Settlement Awards claimed by Participating Class Members equals less than 50% of the Net Settlement Fund, the Claims Administrator shall proportionately increase the Individual Settlement Awards for each Participating Class Member to ensure that the total payout to Participating Class Members equals the Guaranteed Minimum Payout. Any unclaimed amounts above 50% of the Net Settlement Fund shall be and remain the exclusive property of Defendants (the “Reversion”).

Any settlement checks distributed by the Claims Administrator shall remain valid and negotiable for ninety (90) calendar days from the date of its issuance, but if not cashed within that time will be deemed null and void and of no further force and effect, and the amount of any uncashed checks shall be paid to the California State Unpaid Wage Fund. However, if you fail to timely cash a settlement check, you nevertheless remain a member of the Settlement Class and shall be bound by all terms of the Settlement and the Court’s final approval order.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Defendants, at your own expense, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement.

13. How do I get out of the settlement?

To exclude yourself from the Settlement, you must send a letter setting forth your name, address, telephone number, and your signature. In the letter, you must state that you wish to exclude yourself from the *Simon v. Airport Van Rental, Inc. Class Action* settlement and that you understand that by doing so you will not receive any settlement proceeds. You must mail your exclusion request postmarked no later than <<date>> to:

Simon v. Airport Van Rental, Inc. Class Action Claims Administration
c/o _____
[ADDRESS]
[TELEPHONE NUMBER]

14. If I don't exclude myself, can I sue Airport Van Rental, Inc. for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims this Settlement resolves. If you have a pending lawsuit against Defendants, speak to your lawyer in that case immediately. You may need to exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is <<date>>.

If you start your own lawsuit against Defendants after you exclude yourself, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims.

15. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive any money from this Settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

As a Class Member, you may object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send your objection or an intent to appear and object to the settlement to the Claims Administrator no later than <<last date of the Claims Period>>, stating why you object to the Settlement in *Simon v. Airport Van Rental, Inc.*, Case No. CIV536624. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement.

The names and address of the Claims Administrator are:
<<name and address of Claims Administrator>>

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

By doing nothing you are choosing to stay in the Class without payment. If you do not submit a Claim Form, your share of the Settlement will be reapportioned and available for distribution to those who do submit Claim Forms (subject to the Guaranteed Minimum Payout described in Question 8), provided the Court grants final approval of the Settlement. Keep in mind that if you do nothing now, you will not be able to sue, or continue to sue Defendant about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all orders and judgments of the Court in this class action. However, if do not submit a Claim Form, you will retain your rights and claims under the federal Fair Labor Standards Act ("FLSA"). The Settlement will only discharge and extinguish your claims under California law.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court decided that The Spivak Law Firm, 16530 Ventura Boulevard, Suite 312, Encino, California 91436, and the United Employees Law Group, 5500 Bolsa Ave., Suite 201, Huntington Beach, California 02649 are qualified to represent you and all Class Members. The law firms are referred to as "Class Counsel." They are experienced in handling similar cases against other employers. You will not be charged for these lawyers.

20. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

21. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of attorneys' fees up to \$100,000, and litigation expenses estimated to be up to \$15,000.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, although you don't have to.

22. When and where will the court decide whether to approve the settlement?

The Final Approval Hearing is scheduled to occur on _____, 2017, ____ a.m. in Dept. 2 of the Superior Court of California, County of San Mateo, located at Airport Van Rental, Inc. The Court may continue or adjourn the Final Approval Hearing without further notice to the Class. At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

23. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you are not required to come to Court to talk about it. As long as you filed and mailed your written objection or notice of intent to appear on time, the Court will consider your objection or may allow you to speak at the hearing. You may also pay your own lawyer to attend, but it's not necessary.

24. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Simon v. Airport Van Rental, Inc.*, Case No. CIV536624." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than <<Claims Period deadline>>, and sent to the Claims Administrator at the address provided in Question 16. You cannot speak at the hearing if you excluded yourself.

GETTING MORE INFORMATION

25. Are more details available?

The Court-appointed Claims Administrator for this Settlement is as follows:

Simon v. Airport Van Rental, Inc. Class Action Claims Administration
c/o _____
[ADDRESS]
[TELEPHONE NUMBER]

If you have questions, you may call the Claims Administrator toll free at [TELEPHONE NUMBER]. Ask about the *Simon v. Airport Van Rental, Inc. Class Action*.

You may also contact Class Counsel:

David Spivak, Esq. [SBN 179684]
THE SPIVAK LAW FIRM
16530 Ventura Blvd., Suite 312
Encino, CA 91436
(877) 203-9010
(877) 233-1676 for Spanish
david@MyWorkMyWages.com

You may also contact Defense Counsel:

Joel Glaser, Esq. [SBN 194442]
Joel Glaser, APC
2300 S. Sepulveda Blvd.
Los Angeles, California 90064-1911
Telephone: (310) 943-8005

Facsimile: (310) 473-7144
Email: joel@glaserlaw.org

PLEASE DO NOT CALL THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT.

You can also view and obtain copies of the documents filed in this case by going to the Clerk's office located at 400 County Center, Redwood City, California 94063. The Court file contains the complete Settlement documents with more information about the lawsuit. The Court does not provide case information via the Internet. On-site public access information terminals are available for researching cases at the Court. Information about the case may also be obtained by contacting the attorneys or Claims Administrator using the contact information provided in Question 25.

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

CARLOS SIMON, on behalf of himself, and
all others similarly situated, and as an
“aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

AIRPORT VAN RENTAL, INC., a
California corporation; YAZDAN IRANI, a
natural person; and DOES 1 through 50,
inclusive,

Defendant(s).

Case No. CIV536624

[Hon. Marie S. Weiner, Dept. 2]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: _____

Time: _____

Dept: 309

Action Filed: December 2, 2015

Trial Date: None Set

Plaintiff Carlos Simon’s (“Simon” or “Plaintiff”) unopposed Motion for Preliminary
Approval of a Class Action Settlement was scheduled for hearing before the Court on
_____, at _____,m., before the Honorable Marie S. Weiner,
Judge presiding. On _____, the Court issued a tentative ruling, which the
Parties did not contest. The Court having considered the papers submitted in support of the
motion, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Class based upon
the terms set forth in the Stipulation of Class Action Settlement and Release (the Settlement)
filed herewith. All capitalized terms used herein shall have the same meaning as defined in the
Settlement. The Court finds that the terms of the Settlement are fair, adequate, and reasonable to
the Class. The Settlement falls within the range of reasonableness and appears to be
presumptively valid, subject only to any objections that may be raised at the final hearing and

1 final approval by this Court.

2 2. For purposes of this Order, the Class is defined as follows:

3 All persons Defendants employed in California as hourly employees,
4 including rental agents, and in other comparable positions at any time
5 during the time period beginning on December 15, 2011, and ending on
6 August 10, 2016.

6 The Class is preliminarily certified for settlement purposes only.

7 3. The Court hereby preliminarily finds that the Settlement was the product of
8 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In making
9 this preliminary finding, the Court considered the nature of the claims set forth in the pleadings,
10 the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the allocation
11 of Settlement proceeds to the Class, and the fact that the Settlement represents a compromise of
12 the Parties' respective positions. The Court further preliminarily finds that the terms of the
13 Settlement have no obvious deficiencies and do not improperly grant preferential treatment to
14 any individual Class member. Accordingly, the Court preliminarily finds that the Settlement was
15 entered into in good faith.

16 4. The Court finds that the dates set forth in the Settlement Agreement for mailing
17 and distribution of the Notice and Claim Form meet the requirements of due process and provide
18 the best notice practicable under the circumstances, and constitute due and sufficient notice to all
19 persons entitled thereto, and directs the mailing of the Notice Packet by first class mail to the
20 Class as set forth in the Settlement. Accordingly, the Court orders the following implementation
21 schedule for further proceedings:

22 a. Within fourteen (14) calendar days following the date of this Preliminary
23 Approval Order, Defendant shall provide the _____, the appointed Claims
24 Administrator, the Class List consisting of the names, most recent known mailing addresses,
25 telephone numbers, social security numbers, dates of employment, the total number of Class
26 Members, and the total number of Qualifying Workshifts for all Class Members during the Class
27 Period;

1 b. Within ten (10) calendar days following the Claims Administrator receives
2 the Class List, the Claims Administrator shall mail the Notice and Claim Form (collectively, the
3 Notice Packet) along with a pre-printed postage paid return envelope, to all Class members
4 pursuant to the terms of the Settlement, by First Class U.S. Mail, postage prepaid using the most
5 current mailing address information available. The Notice Packet shall be in English and
6 Spanish.

7 c. Within forty-five (45) calendar days following the mailing of the Notice
8 Packet, all Claim Forms must be returned to the Claims Administrator postmarked by U.S. Mail
9 as set forth in the Settlement.

10 d. Within forty-five (45) calendar days following the mailing of the Notice
11 Packet, all requests to be excluded from the Settlement must be returned to the Claims
12 Administrator postmarked by U.S. Mail, as set forth in the Settlement.

13 e. Within thirty (30) calendar days following the initial mailing of the Notice
14 Packet, the Settlement Administrator shall mail to each Class Member who has not returned a
15 Claim Form or requested exclusion from the Settlement a reminder postcard in English and
16 Spanish reminding them of the deadline to file a Claim Form or request exclusion from the
17 Settlement.

18 f. The Court will consider any written or oral objections or comments from
19 Class Members at the time of the Final Approval Hearing, as set forth in the Notice. Written
20 objections to the proposed settlement should state the basis for the objection and be mailed
21 together with copies of all papers and briefs in support thereof to the Claims Administrator
22 within forty-five (45) calendar days following the mailing of the Notice.

23 5. The Court approves, as to form and content, the Notice (in substantially the form
24 attached as Exhibit to the Settlement), and the Claim Form (in substantially the form attached as
25 Exhibit 1 to the Settlement). The Court also approves the procedure for members of the Class to
26 object to the Settlement set forth in the Notice.

27 6. The Court approves, for settlement purposes only, David Spivak of The Spivak

1 Law Firm and Walter Haines of the United Employees Law Group as Class Counsel.

2 7. The Court approves, for settlement purposes only, Carlos Simon as the Class
3 Representative.

4 8. The Court approves _____ as the Claims Administrator.

5 9. A Final Approval Hearing shall be held at _____,m. on
6 _____, 2017 in Department 2 of the Superior Court for the State of California, County
7 of San Mateo, located at Courtroom 2E, 400 County Center, Redwood City, California 94063, to
8 consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily
9 approved by this Order, and to consider the application of Class Counsel for an award of
10 reasonable attorneys' fees and costs incurred and the Enhancement Award. All briefs and
11 materials in support of the Motion for an Order of Final Approval and Judgment and Application
12 for Attorneys' Fees and Costs shall be filed with this Court on or before _____.

13 10. If for any reason the Court does not execute and file an Order of Final Approval
14 and Judgment, or if the Effective Date, as defined in the Settlement, does not occur for any
15 reason, the proposed Settlement that is the subject of this Order, and all evidence and
16 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
17 of the Parties to the litigation, as more specifically set forth in the Settlement.

18 11. Pending further Order of this Court, all proceedings in this matter except those
19 contemplated herein and in the Settlement are hereby stayed.

20 12. The Court expressly reserves the right to adjourn or continue the Final Approval
21 Hearing from time to time without further notice to members of the Class.

22 **IT IS SO ORDERED.**

23
24 Date: _____

Honorable Marie S. Wiener
Judge of the San Mateo Superior Court