

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 232943 NAME: Edwin Alwazian FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 410 West Arden Avenue, Suite 203 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: 818-265-1020 FAX NO.: 818-265-1021 E-MAIL ADDRESS: edwin@lfjpc.com ATTORNEY FOR (name): Plaintiffs William Campos and Juanita Hernandez		FOR COURT USE ONLY CASE NUMBER: 30-2016-00828352-CU-OE-CXC JUDICIAL OFFICER: William D. Claster
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 West Santa Ana Boulevard MAILING ADDRESS: 751 West Santa Ana Boulevard CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Civil Complex Center		
PLAINTIFF/PETITIONER: William Campos and Juanita Hernandez DEFENDANT/RESPONDENT: Motive Energy, Inc., et al. OTHER:		
PROPOSED ORDER (COVER SHEET)		DEPT: CX104

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs William Campos and Juanita Hernandez
2. Title of the proposed order:
[Revised Proposed] Granting Preliminary Approval of Class Action Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Preliminary Approval of Class Action Settlement Hearing
 - b. Date and time: October 19, 2018 at 9:00 a.m.
 - c. Place: Department CX104, Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Boulevard, Santa Ana, California 92701
4. The proposed order was served on the other parties in the case.

Edwin Alwazian

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

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

WILLIAM CAMPOS; individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
JUANITA HERNANDEZ; individually, and
on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

MOTIVE ENERGY, INC., a California
corporation; MOTIVE ENERGY
TELECOMMUNICATIONS GROUP, INC., a
California corporation; ADVANCED
CHARGING TECHNOLOGIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2016-00828352-CU-OE-CXC

Honorable William D. Claster
Department CX104

CLASS ACTION

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

[Joint Supplemental Brief in Support of
Plaintiffs' Notice of Motion and Motion for
Preliminary Approval of Class Action
Settlement; and Supplemental Declaration
Edwin Aiwazian in Support of Plaintiffs'
Notice of Motion and Motion for Preliminary
Approval of Class Action Settlement filed
concurrently herewith]

Date: October 19, 2018
Time: 9:00 a.m.
Department: CX104

Complaint Filed: January 5, 2016
FAC Filed: September 22, 2016
SAC Filed: December 2, 2016
Jury Trial: None Set

1 This matter has come before the Honorable William D. Claster in Department CX104 of the
2 Superior Court of the State of California, for the County of Orange, on September 28, 2018 at 9:00
3 a.m. on Plaintiffs William Campos and Juanita Hernandez ("Plaintiffs") Motion for Preliminary
4 Approval of Class Action Settlement ("Motion for Preliminary Approval"). Lawyers *for* Justice,
5 PC appeared as counsel for Plaintiffs William Campos and Juanita Hernandez ("Class
6 Representatives" and/or "Plaintiffs"), and Michelman & Robinson, LLP, appeared as counsel for
7 Defendants Motive Energy, Inc., Motive Energy Telecommunications Group, Inc., and Advanced
8 Charging Technologies, Inc. ("Defendants"). The Court, having carefully considered the papers,
9 argument of counsel, and all matters presented to the Court, and good cause appearing, hereby
10 GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release and Amendment No. 1 to Joint Stipulation of Class Action and PAGA
14 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
15 "Exhibit 1" to the Declaration of Edwin Aiwarzian in Support of Plaintiffs' Motion for Preliminary
16 Approval of Class Action Settlement and "Exhibit B" to the Supplemental Declaration of Edwin
17 Aiwarzian in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement,
18 respectively. This is based on the Court's determination that the Settlement falls within the range
19 of possible approval as fair, adequate, and reasonable.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement,
21 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
22 Agreement.

23 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
24 and reasonable. It appears to the Court that extensive investigation and research have been
25 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
26 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
27 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
28 further prosecution of the Action. It further appears that the Settlement has been reached as the

1 result of intensive, serious, non-collusive, and arms-length negotiations, and was entered into in
2 good faith.

3 4. The Court preliminarily finds that the Settlement, including the allocations for
4 Attorneys' Fees and Litigation Costs and Expenses, Service Award, PAGA Penalties, Settlement
5 Administration Costs, and payments to Settlement Class Members provided thereby, appear to be
6 within the range of reasonableness of a settlement that could ultimately be given final approval by
7 this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
8 the Settlement and preliminarily finds that the monetary settlement awards made available to the
9 Class Members are fair, adequate, and reasonable when balanced against the probable outcome of
10 further litigation relating to certification, liability, and damages issues.

11 5. The Court concludes that, for settlement purposes only, the Class meets the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that:
13 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
14 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
15 community of interest amongst the members of the Class with respect to the subject matter of the
16 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
17 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
18 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
19 Counsel is qualified to act as counsel for the Plaintiffs in their individual capacity and as the
20 representatives of the Class.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
22 follows:

23 All current and former hourly-paid or non-exempt employees who worked for any
24 of the Defendants within the State of California during the time period from January
25 5, 2012 to March 16, 2018.

26 7. The Court provisionally appoints Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and
Joanna Ghosh, Esq. of Lawyers *for* Justice, PC as Class Counsel.

27 8. The Court provisionally appoints Plaintiffs William Campos and Juanita Hernandez
28 as the Class Representatives.

1 9. The Court appoints Simpluris, Inc. (“Simpluris”) as the Settlement Administrator.

2 10. Within fifteen (15) business days of the date of this Order, Defendants shall provide
3 the Settlement Administrator with the Class Information, in conformity with the Settlement
4 Agreement.

5 11. The Court approves, both as to form and content, the Notice of Class Action
6 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A**” and the Opt Out Form attached hereto
7 as “**EXHIBIT B**.” The Class Notice and Opt Out Form (together, “Notice Packet”) shall be provided
8 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
9 Notice Packet appears to fully and accurately inform the Class Members of all material elements of
10 the Settlement, of the Class Members’ right to be excluded from the Settlement by submitting a
11 Request for Exclusion, of the Class Members’ right to challenge the Workweeks credited to them,
12 and of each Class Member’s right and opportunity to object to the Settlement by submitting an
13 objection. The Court further finds that distribution of the Notice Packet substantially in the manner
14 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in
15 the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
16 due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement
17 Administrator to mail the Notice Packet by first-class U.S. mail to all Class Members within fifteen
18 (15) business days of receipt of the Class Information, pursuant to the terms set forth in the
19 Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
22 to be excluded from the Settlement by completing and timely submitting the Opt Out Form
23 (“Request for Exclusion”), in conformity with the requirements set forth in the Notice Packet, to the
24 Settlement Administrator, postmarked no later than forty-five (45) calendar days from the mailing
25 of the Notice Packet (“Response Deadline”), or in the case of a re-mailed Notice Packet, fifteen (15)
26 calendar days after the date on which the Notice Packet is re-mailed (“Extended Response
27 Deadline”), whichever is later. Any such person who chooses to opt out of, and be excluded from,
28 the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the

1 Settlement or have any right to object, appeal, or comment thereon. Class Members who have not
2 submitted a timely and valid Request for Exclusion ("Settlement Class Members") shall be bound
3 by the Settlement Agreement and any final judgment based thereon.

4 13. A Final Approval Hearing shall be held before this Court on
5 _____ at _____ a.m./ p.m. in
6 Department CX104 of the Superior Court of California, for the County of Orange, 751 West Santa
7 Ana Blvd., Santa Ana, California, 92701, to determine all necessary matters concerning the
8 Settlement, including: whether the proposed settlement of the action on the terms and conditions
9 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
10 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
11 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
12 to the Class Members; and determine whether to finally approve the requests for Attorneys' Fees
13 and Litigation Costs and Expenses, Service Payments, and Settlement Administration Costs.

14 14. Class Counsel shall file a motion for final approval of the Settlement and for
15 Attorneys' Fees and Litigation Costs and Expenses, Service Payments, and Settlement
16 Administration Costs, along with the appropriate declarations and supporting evidence, including
17 the Settlement Administrator's declaration, by _____, to be
18 heard at the Final Approval Hearing.

19 15. To object to the Settlement, a Class Member must mail or hand deliver a written
20 objection to the Settlement Administrator, postmarked no later than the Response Deadline (or, if
21 applicable, the Extended Response Deadline), i.e., postmarked no later than forty-five (45) calendar
22 days from the mailing of the Notice Packet, or in the case of a re-mailed Notice Packet, fifteen (15)
23 calendar days after the date on which the Notice Packet is re-mailed, whichever is later. The
24 objection must be signed and dated, and must contain the information that is required, as set forth in
25 the Class Notice.

26 16. The Settlement is not a concession or admission and shall not be used against
27 Defendants as an admission or indication with respect to any claim of any fault or omission by
28 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any

1 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
2 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
3 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
4 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
5 wrongdoing, omission, concession, or damage.

6 17. In the event the Settlement does not become effective in accordance with the terms
7 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
8 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
9 vacated, and the Parties shall revert back to their respective positions as of before entering into the
10 Settlement Agreement.

11 18. The Court reserves the right to adjourn or continue the date of the Final Approval
12 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
13 Members and retains jurisdiction to consider all further applications arising out of or connected with
14 the Settlement.

15 **IT IS SO ORDERED.**

16
17 Dated: _____

By: _____

The Honorable William D. Claster
Judge of the Superior Court

EXHIBIT A

[REVISED] NOTICE OF CLASS ACTION SETTLEMENT

William Campos, et al. v. Motive Energy, Inc., et al.
Superior Court of California for the County of Orange
Case No. 30-2016-00828352-CU-OE-CXC

[ADMINISTRATOR] ID: <<[ADMINISTRATOR] ID>>

<<Name>>

<<Address1>> <<Address2>>

<<City>>, <<State>> <<Zip Code>>

To: All current and former hourly-paid or non-exempt employees who worked for Motive Energy, Inc., Motive Energy Telecommunications Group, Inc., and/or Advanced Charging Technologies, Inc. within the State of California at any time during the period from January 5, 2012 to March 16, 2018:

**PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

I. INTRODUCTION

The Superior Court of California for the County of Orange ("Court" or "Orange County Superior Court"), has granted preliminary approval of a proposed class action settlement in the above-captioned action (the "Action").

A Final Approval Hearing will be held on [date] at [time] to determine whether the Settlement should be granted final approval. The records of Motive Energy, Inc., Motive Energy Telecommunications Group, Inc., and Advanced Charging Technologies, Inc. (collectively, "Defendants") show that you were employed by at least one of the Defendants as an hourly-paid or non-exempt employee within the State of California at some time during the period from January 5, 2012 to March 16, 2018 ("Class Period"), and therefore you are a "Class Member." As a Class Member, you may be entitled to money under the Settlement, and unless you "opt out" of the Settlement, your legal rights may be affected. The purpose of this Notice of Class Action Settlement ("Notice") is to: (1) describe the Action, (2) inform you of the terms of the Settlement, and (3) inform you of your rights and options in connection with the Settlement.

II. SUMMARY OF THE ACTION

On January 5, 2016, former employee William Campos ("Campos") filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants in Orange County Superior Court. On September 22, 2016, Plaintiff Campos filed a First Amended Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. which, *inter alia*, added former employee Juanita Hernandez as a named plaintiff to the Action (together Plaintiff Campos and Hernandez are referred to as "Plaintiffs"). On December 2, 2016, Plaintiffs filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, failed to provide compliant meal periods and pay meal period premiums, failed to provide compliant rest periods and pay rest period premiums, failed to reimburse for necessary business expenses, failed to timely pay wages and associated waiting time penalties, failed to provide accurate and itemized wage statements, and failed to keep requisite pay records, and thereby engaged in unfair business practices and conduct giving rise to civil penalties under the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), with respect to Plaintiffs and all other current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the period from January 5, 2012 to final judgment.

Defendants deny all of Plaintiffs' allegations and specifically deny that they violated the law in any way as described in the lawsuit. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that Defendants admit any fault, guilt, negligence, wrongdoing, or liability whatsoever. There has been no finding of any wrongdoing by Defendants. Defendants wish to settle in order to avoid the costs, time, and disruption caused by litigation.

Plaintiffs and Defendants participated in a mediation before an experienced wage-and-hour mediator, which resulted in

a settlement of the Action, and the parties executed the Joint Stipulation of Class Action and PAGA Settlement and Release and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

The Court granted preliminary approval of the Settlement on [Preliminary Approval Date] on behalf of the following Class:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from January 5, 2012 to March 16, 2018 (“Class” or “Class Member(s”).

At that time, the Court also preliminarily approved Plaintiffs William Campos and Juanita Hernandez to serve as representatives of the Class (“Class Representatives”), and Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and Joanna Ghosh, Esq. of Lawyers for Justice, PC to serve as counsel for the Class (“Class Counsel”).

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

III. SUMMARY OF SETTLEMENT TERMS

Maximum Settlement Amount. As a part of the Settlement, Defendants have agreed to pay the amount of \$750,000 (the “Maximum Settlement Amount”) to fully resolve the Action in accordance with the terms of the Settlement Agreement. The “Net Settlement Amount” refers to the amount that will be available for distribution to Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”). The Net Settlement Amount is the Maximum Settlement Amount less the following amounts, subject to approval by the Court:

- **Settlement Administration Costs.** Payment to the Settlement Administrator, in an amount not to exceed \$12,000, for the expenses and costs of notifying the Class Members of the Settlement, processing Requests for Exclusion (as described in Section V of this Notice), calculating Class Members’ *pro rata* shares of the Net Settlement Amount, and distributing payments under the Settlement, among other tasks.
- **Attorneys’ Fees and Litigation Costs and Expenses.** Payment in an amount not to exceed \$262,500 (which is 35% of the Maximum Settlement Amount) for attorneys’ fees to Class Counsel, as compensation for the work that Class Counsel has performed and will continue to perform in this Action through the finalization of the Settlement. Class Counsel also seeks reimbursement of its actual litigation costs and expenses incurred in the Action, in an amount not to exceed \$50,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- **Service Payments.** Service Payments in amounts not to exceed \$8,000 to Plaintiff William Campos and \$7,000 to Plaintiff Juanita Hernandez (totaling \$15,000), to compensate them for their services on behalf of the Class in initiating and prosecuting the Action. The Service Payments are in addition to whatever payments Plaintiffs are otherwise entitled to as Settlement Class Members.
- **LWDA Payment.** Under the Settlement, \$30,000 has been designated as penalties under the Private Attorneys General Act (“PAGA Payment”). As required by statute, 75% of the PAGA Payment (i.e., \$22,500) will be paid to the Labor and Workforce Development Agency (“LWDA Payment”), and the remaining 25% of the PAGA Payment (i.e., \$7,500) will remain part of the Net Settlement Amount to be distributed to Settlement Class Members on a *pro rata* basis.

///

Calculation of Individual Settlement Shares. Settlement Class Members will be entitled to receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Share"). Each Settlement Class Member's Individual Settlement Share will be calculated based upon the number of weeks that the respective Settlement Class Member was employed by any of the Defendants in an hourly-paid or non-exempt position in California from January 5, 2012 to March 16, 2018 ("Workweeks"), relative to the total number of Workweeks of all Settlement Class Members. The Settlement Administrator has calculated the total number of Workweeks worked by each individual Class Member based on Defendants' records, by using the start and termination dates of each individual Class Member's employment with any of Defendants in an hourly-paid or non-exempt position in California, excluding any period during which the Class Member was on a leave of absence, employed by Defendants outside of California, and/or classified by Defendants as an exempt employee. Your Workweeks calculation is reflected below in Section IV. To calculate a Settlement Class Member's Individual Settlement Share, the Net Settlement Amount will be divided by the total number of Workweeks worked by all Settlement Class Members to arrive at the value of each Workweek ("Weekly Rate"), and each Settlement Class Member's individual Workweeks will be multiplied by the Weekly Rate to yield his or her Individual Settlement Share.

Tax Matters. Each Individual Settlement Share is allocated as follows, for withholding purposes: thirty-three percent (33%) as wages and sixty-seven percent (67%) as interest and penalties. The wages portion of each Individual Settlement Share will be reported on an IRS Form W-2. Settlement Class Members will be issued payment of their respective Individual Settlement Share subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of their Individual Settlement Share, which the Settlement Administrator is responsible for remitting and reporting to the tax authorities. Defendants will be responsible for paying their employer's share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Shares. The portions of the Individual Settlement Share that are allocated towards interest and penalties will be paid out without reduction for taxes or withholdings, and these non-wage portions will be reported on an IRS Form 1099. Settlement Class Members will be exclusively liable for any and all tax liability for payments issued to them under the Settlement. Settlement Class Members may wish to consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Releases. Other than the rights created by the Settlement, upon the Effective Date, all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will fully release and discharge Released Parties from, and covenant not to sue the Released Parties for, any and all of the Released Claims.

"Released Parties" means: Defendants and each of its past, present, and future parent companies, subsidiaries, shareholders, lenders, officers, partners, directors, employees, insurers, predecessors, accountants, attorneys, plan administrators, heirs, trustees, successors, and assigns, and each and all of their respective past, present, and future shareholders, lenders, officers, partners, directors, employees, insurers, predecessors, accountants, attorneys, plan administrators, heirs, trustees, successors, and assigns, and all persons acting under, by, through, or in concert with any of them.

"Released Claims" means: all individual, class, or representative claims, actions, disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, damages (including and not limited to, liquidated damages, exemplary damages, and punitive damages), restitution, equitable relief, injunctive relief, or causes of action, or penalties, of any nature whatsoever, whether known or unknown, that were pled or could have been pled based on the factual allegations in the Operative Complaint, arising during the Class Period, which the Settlement Class Members have had or hereafter may claim to have, against the Released Parties, or any of them, including, without limitation: (a) claims for violation of the California Labor Code and applicable Wage Order(s) promulgated by the California Industrial Welfare Commission, for failure to pay minimum wages, the failure to pay overtime wages or other premium pay, the failure to provide compliant meal periods, the failure to provide compliant rest periods, failure to provide compliant wage statements, failure to reimburse for necessary business expenditures; (b) claims for unfair, unlawful, and fraudulent business practices under the California Business and Professions Code sections 17200, et seq. and/or any other unfair competition law; (c) related or derivative claims for penalties, including, but not limited to, wage statement penalties and/or any other penalties set forth in California Labor Code or Wage Orders; (d) all violations of the Private Attorneys General Act of 2004 (including, but not limited to, all claims arising under California Labor Code sections 2698, 2699, and 2699.3), and (e) any additional claims for penalties, damages or wages predicated on the same.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order, at or following a Final Approval Hearing, granting final approval of the Settlement.

IV. RECEIVING PAYMENT UNDER THE SETTLEMENT

If you do nothing, you will be deemed a Settlement Class Member, you will be issued payment from the Settlement, and you will release the Released Parties of all Released Claims, as described herein.

Based on Defendants' records, which will be presumed to be correct unless you timely submit evidence to the contrary to the Settlement Administrator, your Workweeks calculation is as follows:

Your start date of employment:	
Your last date of employment:	
Any periods of your employment with Defendants that is or are excluded:	
Your Workweeks:	

You are credited as having been employed by at least one of the Defendants in an hourly-paid or non-exempt position in California during the time period starting on January 5, 2012 and ending on March 16, 2018 for <WorkWeeks> Workweeks and your estimated gross Individual Settlement Share is <estAmount>

If you wish to challenge the number of Workweeks attributed to you above, then you must submit a written, signed dispute, along with supporting documents, if any exist, to the Settlement Administrator at the following address, postmarked **no later than [Response Deadline]**:

Motive Energy Settlement
c/o [administrator's name]
[mailing address]
[telephone support number].

To be valid, your dispute must contain: (1) your full name, address, signature, and the last four digits of your Social Security number; (2) the case name and number of this Action (the case name is *Campos, et al. v. Motive Energy, Inc., et al.*, and the Case Number is 30-2016-00828352-CU-OE-CXC); (3) a clear statement indicating that you are disputing the number of Workweeks credited to you; and (4) facts supporting your dispute along with any supporting documents.

In order to ensure receipt of your payment, **it is your responsibility to make sure you keep the Settlement Administrator informed of your current mailing address**, and you may do so by contacting the Settlement Administrator at the address listed above or the telephone number listed on the bottom of the page.

V. RIGHT TO REQUEST EXCLUSION FROM THE SETTLEMENT

If you do not wish to participate in the Settlement, you must exclude yourself from the Settlement or "opt out" by completing and timely submitting the Opt Out Form that is being provided to you along with this Notice ("Request for Exclusion"). **If you opt out, you will receive no money from the Settlement and you will not be bound by its terms.** To opt out, you must fully complete the Opt Out Form and submit it to the Settlement Administrator by mail at the address set forth in Section IV, above, postmarked no later than **[Response Deadline]**. To be valid, the Opt Out Form must contain your full name, address, signature, and last four digits of your Social Security number, and you must also affix a check-mark next to the pre-typed statement indicating that you seek to be excluded from the Settlement. Opt Out Forms that do not include all required information or are postmarked after **[Response Deadline]** will be rejected. Those Class Members who fail to submit a timely and valid Request for Exclusion (i.e., by submitting a timely and valid Opt Out Form) will remain bound by the Settlement and the release of the Released Claims described above.

VI. RIGHT TO OBJECT TO THE SETTLEMENT

Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) and believe that the Settlement should not be finally approved by the Court for any reason, may object to the Settlement. Objections must be in writing and must be mailed or hand delivered to the Settlement Administrator at the address listed above in Section IV, postmarked **on or before [Response Deadline]**. To be valid, an objection must contain: (1) the objector's full name, address, telephone number, signature, the last four digits of the objector's Social Security number; (2) the case name and number of this Action (the case name is *Campos, et al. v. Motive Energy, Inc., et al.*, and the Case Number is 30-2016-00828352-CU-OE-CXC); (3) a clear statement indicating that the objector wishes to object to the

Settlement and the basis for any objection; (4) identification of the name and address of the objector's counsel, if he or she is represented by counsel; and (5) a statement of whether or not the objector intends to appear at the Final Approval Hearing. To object to the Settlement, Class Members must remain members of the Settlement Class, and if the Court approves the Settlement, Settlement Class Members who object will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

VII. HEARING ON THE SETTLEMENT ("FINAL APPROVAL HEARING")

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on [date] at [time] in Department CX104, in the Superior Court of California for the County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. The Final Approval Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing**, although any Settlement Class Member is welcome to attend the hearing at his or her own expense. Any Class Member may retain his or her own legal representation at his or her own expense as well.

VIII. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. Class Members should contact the Settlement Administrator with any concerns or questions regarding the Settlement:

Motive Energy Settlement
c/o [administrator's name]
[mailing address]
[telephone support number]

You may also refer to the pleadings and other papers filed in the Action, which may be viewed at the Office of the Clerk, Complex Civil Division of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701 during regular business hours of each court day. Also, select documents may be downloaded from the Orange County Superior Court's website (<https://www.occourts.org/online-services/case-access/>) by clicking on the "Civil Case & Document Access" option, for a fee.

You may also contact Class Counsel: Edwin Aiwanian, Esq., Lawyers for Justice, PC, 410 Arden Avenue, Suite 203, Glendale, California, 91203, Telephone: (818) 265-1020, Fax: (818) 265-1021.

PLEASE DO NOT CONTACT MOTIVE ENERGY, INC., MOTIVE ENERGY TELECOMMUNICATIONS, INC., OR ADVANCED CHARGING TECHNOLOGIES, INC., OR THEIR HUMAN RESOURCES REGARDING THIS NOTICE.

FURTHER, PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.

ALL QUESTIONS SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.

EXHIBIT B

OPT OUT FORM

William Campos, et al. v. Motive Energy, Inc., et al.
Superior Court of California for the County of Orange
Case No. 30-2016-00828352-CU-OE-CXC

In order to request exclusion from the Settlement, you must complete, sign, and mail this form by U.S. mail or equivalent, postmarked no later than [Response Deadline], to the Settlement Administrator at the following address:

Motive Energy Settlement
c/o [administrator's name]
[mailing address]
[telephone support number]

Do not submit this form if you intend to participate in the Settlement and receive payment under the Settlement.

IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT, YOU WILL NOT BE ENTITLED TO ANY MONETARY PAYMENT UNDER THE SETTLEMENT AND YOU WILL NOT BE ALLOWED TO MAKE AN OBJECTION TO THE SETTLEMENT. For more information regarding the consequences of seeking exclusion from the Settlement, see the accompanying Notice of Class Action Settlement.

IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT, PLEASE COMPLETE THE FOLLOWING SECTION:

Full Name: _____

Address: _____

Last four digits of your Social Security No.:

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Telephone Number: (____) _____ - _____

Please check-mark the following box to elect the statement indicating your intent to seek exclusion from the Settlement:

☐ I wish to be excluded from the Settlement in *William Campos, et al. v. Motive Energy, Inc., et al.* I understand that in asking to be excluded from the Settlement, I will not receive any payment from the Settlement, if the Settlement is approved by the Court in this case.

I declare under penalty of perjury under the laws of the United States and the State of California that the information I have provided on this Opt Out Form is true and correct.

Signature: _____

Date: _____