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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. Cluster
Department CX104

CLASS ACTION

**FURTHER SUPPLEMENTAL
DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[[Further Revised Proposed] Order filed
concurrently herewith]

Date: November 16, 2018
Time: 9:00 a.m.
Department: CX104

Complaint Filed: January 5, 2016
FAC Filed: September 22, 2016
SAC Filed: December 6, 2016
Jury Trial Date: None Set

FURTHER SUPPLEMENTAL DECLARATION OF EDWIN AIWAZIAN

1
2 1. I am an attorney licensed to practice law in the State of California. I am a member
3 of Lawyers for Justice, PC, attorneys of record for Plaintiffs William Campos and Juanita
4 Hernandez ("Plaintiffs") and the proposed Class. The facts set forth in this declaration are within
5 my personal knowledge or based on information and belief, and if called as a witness, I could
6 and would competently testify thereto.

7 2. On July 27, 2018, Plaintiffs filed their Motion for Preliminary Approval of Class
8 Action Settlement ("Motion for Preliminary Approval") and supporting documents seeking
9 approval of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Original
10 Settlement Agreement") reached by Plaintiffs and Defendants Motive Energy, Inc. Motive
11 Energy Communications Group, Inc., Advanced Charging Technologies, Inc. ("Defendants")
12 (collectively referred to with Plaintiffs, as "Parties").

13 3. On September 21, 2018, the Parties filed a Joint Supplemental Brief in Support of
14 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Joint Brief") and
15 supporting documents addressing the Court's points of inquiry as articulated in the Minute Order
16 entered by the Court on August 24, 2018 and seeking approval of the Original Settlement
17 Agreement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement
18 and Release executed by the Parties on September 21, 2018 ("Amendment No. 1").

19 4. On October 19, 2018, the Court entered a Minute Order which adopted its tentative
20 ruling issued on October 18, 2018, raising an additional point of inquiry and instructing the
21 Parties to submit further briefing in support of Plaintiffs' Motion for Preliminary Approval
22 ("October 19, 2018 Minute Order"). A true and correct copy of the October 19, 2018 Minute
23 Order is attached here to as "**EXHIBIT 1.**"

24 5. To address the Court's points of inquiry and to provide clarification, the Parties
25 met and conferred, negotiated, and executed Amendment No. 2 to Joint Stipulation of Class
26 Action and PAGA Settlement and Release ("Amendment No. 2") on November 6, 2018, a true
27 and correct copy of which is attached hereto as "**EXHIBIT 2.**" A redline version of Amendment
28 No. 2, showing how the terms of the Original Settlement Agreement as amended by Amendment

No. 1 have been revised, is attached hereto as “**EXHIBIT 3.**” Together, the Original Settlement Agreement, Amendment No. 1, and Amendment No. 2 are hereinafter referred to as the “Settlement,” “Agreement,” or “Settlement Agreement.”

6. Based on the Court’s guidance, the Parties have also prepared, and now present for the Court’s consideration and approval, a corrected Opt Out Form which is attached to Amendment No. 2 as “Exhibit 1.” The corrected Opt Out Form is also attached as “Exhibit B” to the concurrently-filed [Further Revised Proposed] Order Granting Preliminary Approval of Class Action Settlement (“Further Revised Proposed Preliminary Approval Order”). A redline version of the corrected Opt Out Form, showing how the original document was revised, is attached hereto as “**EXHIBIT 4.**”

UNCASHED CHECKS

7. Based on the Court’s guidance, Amendment No. 2 now provides for funds associated with cancelled Individual Settlement Payment checks to be remitted to the California Department of Industrial Relations’ Unclaimed Wage Fund in the names of the Class Members to whom such checks were issued

ESTIMATED VALUE OF THE CLAIMS

8. Plaintiffs’ action alleges that Defendants have violated the California Labor Code and California Business and Professions Code by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiffs and the putative class members, including *inter alia*, failing to properly compensate for overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiffs further contend that Defendants thereby engaged in unfair business practices and that their conduct gives rise to penalties under the Private Attorneys General Act. For example, Plaintiffs claimed that they and the other putative class members were regularly required to perform job duties, off-the-clock, during meal and rest periods, and before clocking-in and after clocking-out of work.

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9. The operative complaint in this lawsuit asserts claims for: (1) failing to properly pay overtime wages (Cal. Lab. Code §§ 510 and 1198); (2) failing to provide compliant meal periods and associated premiums (Cal. Lab. Code §§ 226.7 and 512(a)); (3) failing to provide compliant rest periods and associated premiums (Cal. Lab. Code § 226.7); (4) failing to pay minimum wages (Cal. Lab. Code §§ 1194, 1197, and 1197.1); (5) failing to timely pay wages upon termination of employment (Cal. Lab. Code §§ 201 and 202); (6) failing to timely pay wages during employment (Cal. Lab. Code § 204); (7) failing to provide compliant wage statements (Cal. Lab. Code § 226(a)); (8) failing to keep requisite payroll records (Cal. Lab. Code § 1174(d)); (9) failing to reimburse necessary business expenses (Cal. Lab. Code §§ 2800 and 2802); (10) engaging in unfair business practices (Cal. Bus. & Prof. §§ 17200, *et seq.*); and (11) recovery of penalties under the California Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2696, *et seq.*). The merits of the principle claims are addressed separately below.

10. Based on data provided by Defendants, the total number of putative class members during the period from approximately January 5, 2012 to March 16, 2018 ("Class Period") was approximately five hundred (500) individuals, who worked a total of approximately forty-seven thousand two hundred eight (47,208) weeks, and had an estimated average hourly rate of pay of twenty-one dollars and sixty-nine cents (\$21.69).

11. As set forth in the Declaration of Edwin Aiwazian in Support of Plaintiffs' Motion for Preliminary Approval filed on July 27, 2018 ("Declaration of Edwin Aiwazian"), the Supplemental Declaration of Edwin Aiwazian in Support of Plaintiffs' Motion for Preliminary Approval filed on September 21, 2018 ("Supplemental Declaration of Edwin Aiwazian") and discussed in the Motion for Preliminary Approval and Supplemental Brief, both sides had the opportunity to interview witnesses, conducted formal and informal discovery, informally exchanged information and class-wide data, and conducted an investigation into the facts of the case.

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1 **A. Failure to Pay Overtime and Minimum Wages**

2 12. Plaintiffs alleged causes of action for failure to pay overtime and minimum wages.
3 Plaintiffs contended that Defendants' uniform policies, practices, and procedures required their
4 non-exempt and hourly-paid employees to perform work during meal and rest periods and before
5 clocking-in and after clocking-out. Class Counsel considered information obtained through
6 investigations and obtained from Plaintiffs and other putative class members, as well as class data
7 provided by Defendants, and created damages/valuation models. Based thereon, it was estimated
8 that, if it could be proven that Defendants failed to pay one (1) hour of overtime wages per
9 workweek during the Class Period, the maximum value of this claim was \$1,536,148.32 (47,208
10 workweeks x 1 hour of overtime wages x overtime hourly rate of \$32.54, which is based on the
11 average hourly rate of \$21.69). It was also estimated that, if it could be proven that Defendants
12 failed to pay one (1) hour of minimum wages per workweek during the Class Period, the
13 maximum value of this claim was \$1,023,941.52 (47,208 workweeks x 1 hour of minimum wages
14 x average hourly rate of \$21.69). Taking into account the attendant risks previously discussed in
15 the Supplemental Declaration of Edwin Aiwazian and discounting fifty percent (50%) for them,
16 the realistic value of the overtime wage claim was estimated to be \$768,074.16 and the realistic
17 value of the minimum wage claim was estimated to be \$511,970.76.

18 **B. Failure to Provide Compliant Meal Periods and Associated Premiums**

19 13. Plaintiffs' theory of liability was also based on Defendants' failure to provide
20 timely, full, and/or uninterrupted meal periods. Class Counsel considered information obtained
21 through investigations and obtained from Plaintiffs and other putative class members, as well as
22 class data provided by Defendants, and created damages/valuation models. Based thereon, it was
23 estimated that, if it could be proven that one (1) meal period premium is due for every workweek
24 during the Class Period, the maximum value of this claim was \$1,023,941.52 (47,208 workweeks
25 x 1 meal period premium x average hourly rate of \$21.69). Taking into account the attendant
26 risks previously discussed in the Supplemental Declaration of Edwin Aiwazian and discounting
27 fifty percent (50%) for them, the realistic value of the meal period claim was estimated to be
28 \$511,970.76.

1 **C. Failure to Provide Compliant Rest Periods and Associated Premiums**

2 14. Plaintiffs' theory of liability was also based on Defendants' failure to provide their
3 employees with timely, full, and/or uninterrupted rest periods. Class Counsel considered
4 information obtained through investigations and obtained from Plaintiffs and other putative class
5 members, as well as class data provided by Defendants, and created damages/valuation models
6 prior to the mediation. Based thereon, it was estimated that, if it could be proven that one (1) rest
7 period premium is due for every workweek during the Class Period, the maximum value of this
8 claim was \$1,023,941.52 (47,208 workweeks x 1 rest period premium x average hourly rate of
9 \$21.69). Taking into account the attendant risks previously discussed in the Supplemental
10 Declaration of Edwin Aiwarzian and discounting fifty percent (50%) for them, the realistic value
11 of the rest period claim was estimated to be \$511,970.76.

12 **D. Waiting-Time Penalties for Failure to Timely Provide Wages During Employment**
13 **and Upon Termination**

14 15. Plaintiffs alleged that Defendants intentionally and willfully failed to pay Plaintiffs
15 and the putative class members all wages due to them while they were employed by Defendants,
16 within the time period permissible under California law. Based on information and data provided
17 by Defendants, it was estimated that approximately two hundred ninety-three (293) putative class
18 members had been terminated during the Class Period. If these individuals were not timely paid
19 all wages due to them upon termination, the maximum value of waiting-time penalties (calculated
20 at daily pay at the average hourly rate, for an average work day of 8 hours) were estimated to be
21 \$1,525,240.80 (293 individuals x [30 days x average hourly of \$21.69 x 8 hours]), or
22 approximately \$5,205.60 per individual. Taking into account the attendant risks previously
23 discussed in the Supplemental Declaration of Edwin Aiwarzian and discounting seventy-five
24 percent (75%) for them, the realistic value of the waiting-time penalties claim was estimated to
25 be \$381,310.20.

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1 **E. Wage Statement Violations**

2 16. Plaintiffs also alleged a cause of action under California Labor Code section 226(a).
3 which provides for statutory penalties if an employer fails to provide an accurate and itemized
4 wage statement twice a month or each time wages are paid, whichever is the more frequent.

5 17. Based on data provided by Defendants, during the Class Period, it was estimated
6 that approximately three hundred eighty-four (384) putative class members worked during the
7 one-year statutory limitations period (i.e., from January 5, 2015), and that these putative class
8 members worked a total of fourteen thousand two hundred twenty (14,220) pay periods.
9 Assuming that an injurious wage statement could be proven for each of these putative class
10 members for each of these pay periods, the maximum value of this claim was estimated to be
11 \$1,402,800 ([384 initial violations x \$50 initial violation penalty] + [(14,220 – 384) subsequent
12 violations x \$100 subsequent violation penalty]). Taking into account the attendant risks
13 previously discussed in the Supplemental Declaration of Edwin Aiwarzian and discounting
14 seventy-five percent (75%), the realistic value of the wage statement claim was estimated to be
15 \$350,700.

16 **F. Failure to Maintain Requisite Payroll Records**

17 18. Plaintiffs alleged that Defendants had intentionally and willfully failed to keep
18 accurate and complete payroll records showing the hours worked daily by, and the wages paid
19 to, Plaintiffs and the putative class members. Under California Labor Code section 1174.5, a
20 willful violation of the employer's recordkeeping obligations set forth in Labor Code section
21 1174(d) is subject to a civil penalty of \$500. Arguably, this civil penalty would only be
22 recoverable by the Labor Commissioner, however, Plaintiffs assert a cause of action under
23 PAGA. Therefore, the value of this claim is considered as a part of the valuation of the PAGA
24 claim.

25 **G. Unreimbursed Business Expenses**

26 19. Plaintiffs contended that Defendants had failed to reimburse Plaintiffs and the other
27 putative class members for necessary business expenses, including but not limited to, costs
28 associated with purchasing and maintaining clothing, tools for use at work, and protective gear,

as well as cost associated with use of personal cell phone for work purposes. If Plaintiffs proved that Defendants willfully failed to reimburse necessary business-related expenses for each of the five hundred (500) putative class members in the amount of \$3 per workweek during the relevant time period, the maximum value of this claim was estimated to be \$141,624 (47,208 workweeks x \$3 business expenses). Taking into account the attendant risks previously discussed in the Supplemental Declaration of Edwin Aiwarzian and discounting fifty percent (50%) for them, the realistic value of this claim was estimated to be \$70,812.

H. Unfair Business Practices

20. Plaintiffs pleaded this cause of action in order to augment their other causes of action and aid in their prosecution. When assessing the likelihood of prevailing on this cause of action, Class Counsel considered all of the factors discussed in the Supplemental Declaration of Edwin Aiwarzian, Defendants' factual contentions and legal arguments, the chances of prevailing on the other causes of action, costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for settlement purposes. Class Counsel also took into account that claims brought under the UCL are equitable actions for injunctive or restitutionary relief, and the UCL claim was used as a tool to aid in obtaining said relief. Class Counsel also considered the fact that relief under the UCL is limited to returning to the Plaintiffs and putative class members monies unlawfully withheld, such as unpaid wages and premiums, which Plaintiffs were also attempting to recover through the California Labor Code claims.

I. PAGA Penalties

21. Under the PAGA, as amended, California Labor Code sections 2698, *et seq.*, civil penalties that may be assessed and collected by the California Labor and Workforce Development Agency ("LWDA"), for a violation of the California Labor Code, may, as an alternative, be recovered by an aggrieved employee plaintiff. Assuming that a court would be satisfied that the PAGA claim was susceptible to being efficiently tried and adjudicated on a representative basis, and assuming that it could be shown that civil penalties in the amount of \$500 are owed for each of the three hundred eighty-four (384) aggrieved employees who were estimated to have worked during the one-year statutory period (i.e., from January 5, 2015), the maximum amount of PAGA

1 penalties at issue, which the Court could determine whether or not to assess and whether or not
2 to reduce, were estimated to be approximately \$192,000 (384 individuals x \$500 civil penalties).
3 Taking into account the attendant risks previously discussed in the Supplemental Declaration of
4 Edwin Aiwazian and discounting seventy-five percent (75%) for them, a more realistic
5 assessment of the value of the PAGA claim was estimated to be \$48,000.

6 **J. Summary**

7 22. At the mediation which took place on January 31, 2018, the Parties settled this case
8 for a Maximum Settlement Amount of \$750,000. Prior to mediation, Defendants provided data
9 points for the time period from January 5, 2012 to January 5, 2018. Plaintiffs provided *Kullar*
10 analysis for the aforementioned time period in the Supplemental Declaration of Edwin Aiwazian.
11 Throughout the mediation and all settlement negotiations, the Parties anticipated and
12 contemplated that additional putative class members and workweeks would accrue during the
13 entire Class Period. The potential value of Plaintiffs' claims, taking into consideration the growth
14 in the number of total Class Members and additional workweeks, for the entire Class Period was
15 estimated to be \$7,869,637.68. Taking into account the realities of the case, applicable case law,
16 the risks and expense associated with obtaining and maintaining class certification and
17 establishing liability, and other risks to recovery, and the realistic value of Plaintiffs' claims,
18 taking into consideration the growth in the number of total Class Members and additional
19 workweeks, for the entire Class Period was estimated to be \$3,154,808.64.

20 23. Class Counsel submits that the Settlement presented for preliminary approval is
21 within a reasonable range of recoveries for this type of litigation, and is fair, reasonable, adequate,
22 and in the best interest of the Class, given the inherent cost and risks of further litigation and the
23 risks associated with class certification, and the fact that the claims were highly disputed.

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1 24. Having provided the additional information requested by the Court, the Court is
2 respectfully requested to grant preliminary approval of the Settlement.

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

5 Executed on this 6th day of November 2018, at Glendale, California.

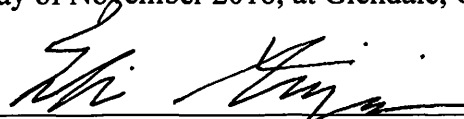
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8 Edwin Aiwazian

EXHIBIT 1

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 10/19/2018

TIME: 09:00:00 AM

DEPT: CX104

JUDICIAL OFFICER PRESIDING: William Claster

CLERK: Larry S Brown

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: Barbara Allen

CASE NO: **30-2016-00828352-CU-OE-CXC** CASE INIT.DATE: 01/05/2016

CASE TITLE: **Campos vs. Motive Energy, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 72891693

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Jaunita Hernandez, William Campos

CAUSAL DOCUMENT/DATE FILED: Motion - Other for Preliminary Approval of Class Action,
07/27/2018

APPEARANCES

Plaintiffs William Campos and Juanita Hernandez's Motion for Approval of Class Action Settlement

There are no appearances by any party.

Tentative ruling posted on the Internet.

Prior to calendar call, all parties telephonically submitted on the tentative ruling.

The Court confirms the tentative ruling as follows:

Plaintiffs' (Continued) Motion for Preliminary Approval of Class Action Settlement

The Court thanks Plaintiffs' counsel for the supplemental briefing and evidence filed on September 21, 2018. The hearing on the motion for preliminary approval is CONTINUED to November 16, 2018, at 9:00 a.m. in Department CX104 to permit counsel to address the following remaining concerns. Any supplemental briefing is to be filed on or before November 6, 2018.

1. Counsel states in Paragraph 9 of his supplemental declaration that the relevant time period for calculating the number of class members ends January 5, 2018, and that there are approximately 484 class members, and 47,130 workweeks. Counsel used the workweeks during this time period to perform the valuation analysis. However, the class period for purposes of the settlement and release extends to March 16, 2018. How many class members and workweeks exist for the extended time period? What if

any analysis was done as to the potential and realistic liability for the period extending to March 16, 2018, and does this analysis affect counsel's conclusion as to the adequacy and reasonableness of the settlement?

2. The Court thanks counsel for the analysis of CCP § 384 and why the parties have elected to have unclaimed funds escheat to a charitable organization rather than the State's Unclaimed Wage Fund. The Court understands Section 384 no longer contains a provision permitting the Court to make an alternative order on "good cause." However, this case involved allegations of underpaid wages and a portion of the settlement proceeds are specifically allocated as *unpaid wages* owing to employees. Under these circumstances, the Court finds that funds that have not been claimed within 180 days do not necessarily qualify as "unclaimed or abandoned funds" as those terms are used in CCP § 384, but rather are funds which the affected employees have not yet been made aware of. Accordingly, those funds should be remitted to the State's Unclaimed Wage Fund in the name of the employee to whom they were issued and, as noted in the 8/24/18 Minute Order, the Court finds that distributing uncashed funds this way better serves the interests of the class in this wage and hour action. The Court, therefore, will *order* that any unclaimed funds be remitted to the State's Unclaimed Wage Fund, and that this requirement shall be included in the judgment.

3. There is a typographical error on the Opt-Out form that must be corrected. In the middle of the page in all capital letters, correct the spelling of EXCLUDE.

EXHIBIT 2

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Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
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Amanda K. Pawlyk (SBN 276063)
Allison Aguirre (SBN 312544)
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Telephone: (714) 557-7990 / Fax: (714) 557-7991
Attorneys for Defendants

**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
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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. Cluster
Department CX104

CLASS ACTION

**AMENDMENT NO. 2 TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE**

Complaint Filed: January 5, 2016
FAC Filed: September 22, 2016
SAC Filed: December 6, 2016
Trial Date: None Set

1 Plaintiffs William Campos and Juanita Hernandez (“Plaintiffs” or “Class Representatives”), on
2 behalf of themselves, other members of the general public similarly situated, and other aggrieved
3 employees pursuant to the California Private Attorneys General Act, and Defendants Motive
4 Energy, Inc., Motive Energy Telecommunications Group, Inc., and Advanced Charging
5 Technologies, Inc. (“Defendants”), pursuant to Paragraph 72 of the Joint Stipulation of Class Action
6 and PAGA Settlement and Release entered into on or about July 10, 2018 as amended by
7 Amendment No. 1 to the Joint Stipulation of Class Action and PAGA Settlement and Release
8 entered into on or about September 21, 2018 (collectively, “Agreement”), hereby agree to **amend**
9 **and supplant** the Agreement to the extent stated herein, and the amendments stated herein are
10 incorporated in the Agreement by this reference:

11
12 **A. Paragraph 54 of the Agreement is hereby amended to state as follows:**

13 Individual Settlement Payment checks issued to Settlement Class Members will
14 remain negotiable for one hundred and eighty (180) calendar days, and will be
15 cancelled if not cashed or deposited within the 180-day period. Funds associated
16 with Individual Settlement Payment checks that have not been cashed or deposited
17 within this timeframe will be remitted to the California Department of Industrial
18 Relations’ Unclaimed Wage Fund in the names of the Settlement Class Members
19 whose checks are cancelled.

20
21 **B. Exhibit 2 (the Opt Out Form) to the Agreement shall be replaced with: the**
22 **corrected Opt Out Form that is attached hereto as “Exhibit A.”**

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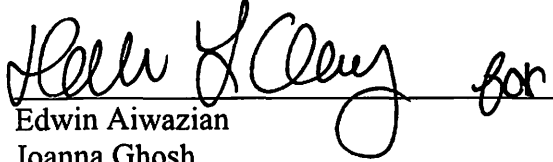
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1 THE PARTIES HAVE AGREED TO AMENDMENT OF THE AGREEMENT AS STATED
2 HEREIN, BY AND THROUGH THEIR UNDERSIGNED COUNSEL.

3 Dated: November 6, 2018

LAWYERS for JUSTICE, PC

4 
5 Edwin Aiwarzian
6 Joanna Ghosh
Attorneys for Plaintiffs

7 Dated: November 6, 2018

MICHELMAN & ROBINSON, LLP

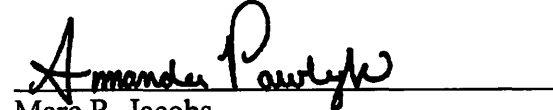
8 
9 Marc R. Jacobs
10 Amanda K. Pawlyk
11 Attorneys for Defendants Motive Energy, Inc., Advanced
12 Charging Technologies, Inc., and Motive Energy
13 Telecommunications Group, Inc.
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EXHIBIT A

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: _____

EXHIBIT 3

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
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Allison Aguirre (SBN 312544)
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Irvine, California 92614
Telephone: (714) 557-7990 / Fax: (714) 557-7991
Attorneys for Defendants

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

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similarly situated and on behalf of other
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5 Technologies, Inc. (“Defendants”), pursuant to Paragraph 72 of the Joint Stipulation of Class Action
6 and PAGA Settlement and Release entered into on or about July 10, 2018 as amended by
7 Amendment No. 1 to the Joint Stipulation of Class Action and PAGA Settlement and Release
8 entered into on or about September 21, 2018 (collectively, “Agreement”), hereby agree to **amend**
9 **and supplant** the Agreement to the extent stated herein, and the amendments stated herein are
10 incorporated in the Agreement by this reference:

11
12 **A. Paragraph 54 of the Agreement is hereby amended to state as follows:**

13 Individual Settlement Payments checks issued to Settlement Class Members will
14 remain negotiable for one hundred and eighty (180) calendar days, and will be
15 cancelled if not cashed or deposited within the 180-day period. Funds associated
16 with Individual Settlement Payment checks that have not been cashed or deposited
17 within this timeframe will be ~~transmitted~~ remitted ~~in accordance with California~~
18 ~~Code of Civil Procedure section 384, as follows: twenty-five percent (25%) to the~~
19 ~~State Treasury for deposit in the Trial Court Improvement and Modernization Fund~~
20 ~~and seventy-five percent (75%) to the State Treasury for deposit into the Equal~~
21 ~~Access Fund of the Judicial Branch;~~ to the California Department of Industrial
22 Relations’ Unclaimed Wage Fund in the names of the Settlement Class Members
23 whose checks are cancelled.

24
25 **B. Exhibit 2 (the Opt Out Form) to the Agreement shall be replaced with: the**
26 **corrected Opt Out Form that is attached hereto as “Exhibit A.”**

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**THE PARTIES HAVE AGREED TO AMENDMENT OF THE AGREEMENT AS STATED
HEREIN, BY AND THROUGH THEIR UNDERSIGNED COUNSEL.**

Dated: November ____, 2018 **LAWYERS for JUSTICE, PC**

Edwin Aiwarzian
Joanna Ghosh
Attorneys for Plaintiffs

Dated: November ____, 2018 **MICHELMAN & ROBINSON, LLP**

Marc R. Jacobs
Amanda K. Pawlyk
*Attorneys for Defendants Motive Energy, Inc., Advanced
Charging Technologies, Inc., and Motive Energy
Telecommunications Group, Inc.*

EXHIBIT 4

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~~ 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: _____