

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE SECTION 2698, *ET SEQ.*)
AND PRIVATE CLAIMS OF PLAINTIFF SETTLEMENT AGREEMENT AND
RELEASE

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code section 2698, *et seq.*) (“PAGA”) and Private Claims of Plaintiff Settlement Agreement and Release (“Agreement”).

This Agreement is made by and between CURTIS EDWARD ROBINZINE (“PLAINTIFF” or “ROBINZINE”), for himself and on behalf of the State of California and alleged aggrieved employees, and LOTTE GLOBAL LOGISTICS (NORTH AMERICA) INC. (“DEFENDANT” or “LOTTE”). This Agreement shall be effective on the Effective Date, as defined below.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by this Agreement, which is intended to effect and complete settlement of this matter.

Article I.

Definitions and Terms

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- i. “Action” means the lawsuit to be filed by PLAINTIFF against DEFENDANT under the Private Attorneys General Act (Labor Code section 2698, *et seq.*) in San Bernardino County Superior Court and to include any private claims PLAINTIFF may bring against DEFENDANT.
- ii. “Agreement,” or “Settlement Agreement,” means this Private Attorneys General Act (Labor Code section 2698, *et seq.*) and Private Claims of Plaintiff Settlement Agreement and Release.
- iii. “Aggrieved Employees” means PLAINTIFF and all other California residents who are or were employed by DEFENDANT, as a truck driver or in any similar capacity, who worked at least one pay period in California from December 15, 2021 through December 15, 2022. According to DEFENDANT, there are approximately 48 Aggrieved Employees in the covered PAGA Period.
- iv. “Attorneys’ Fees and Costs” means the amount in fees and litigation costs PLAINTIFF’s Counsel may request from the Court, which totals an award of \$2,540.00.

- v. "Complaint" means the operative Complaint to be filed by PLAINTIFF in San Bernardino County Superior Court.
- vi. "Court" means the Superior Court for the State of California, County of San Bernardino.
- vii. "Defense Counsel" or "DEFENDANTS's Counsel" is:

Wayne L. Robbins, Jr.
Robbins Travis PLLC
2485 E. Southlake Boulevard, Suite 160
Southlake, Texas 76092

AND

Michael E. Murphy, Esq. (Bar #174408)
SIMS LAW FIRM, LLP
19712 MacArthur Boulevard, Suite 120
Irvine, California 92612
(949) 253-7900
(949) 253-7930 – FAX

- viii. "Effective Date" means the date this Agreement is approved as provided herein and the Court's order granting Settlement Approval and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.
- ix. "PLAINTIFF's Counsel" are as follows:

Craig J. Ackermann
Avi Kreitenberg
ACKERMANN & TILAJEF, P.C.
315 South Beverly Drive, Suite 504
Beverly Hills, CA 90212

- x. "Gross Settlement Amount" means Seventeen Thousand Nine Hundred Ninety Dollars and Zero Cents (\$17,990.00), which is the maximum amount DEFENDANT has agreed to pay pursuant to this Agreement.
- xi. "Individual PAGA Payment(s)" means the amount of Labor Code section 2699 penalties to be paid to the Aggrieved Employees, which will be 25% of the Net Settlement Amount.
- xii. "LWDA" means the California Labor and Workforce Development Agency.
- xiii. "LWDA Payment" means the amount of Labor Code section 2699 penalties to be paid to the LWDA, which will be 75% of the Net Settlement Amount.
- xiv. "Monthly Pay Period" means each monthly period in which Aggrieved Employees received wages during their employment at DEFENDANT during the PAGA Period. According to DEFENDANT, there are approximately 408 monthly pay periods during the covered PAGA Period.
- xv. "Net Settlement Amount" means the amount remaining from the Gross Settlement Amount after the deduction of the Service Award, Attorneys' Fees and Costs, and Settlement Administration Costs.
- xvi. "Notice of PAGA Settlement" means the Notice of PAGA Settlement (attached hereto as Exhibit A) the Settlement Administrator shall mail, along with each Individual PAGA Payment, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator.
- xvii. "PAGA Notice" means the notice submitted to the LWDA on or about December 15, 2022 by PLAINTIFF with respect to this Action.
- xviii. "PAGA Period" means the time period from December 15, 2021 through December 15, 2022.
- xix. "Parties" means PLAINTIFF, DEFENDANT, and the Aggrieved Employees.
- xx. "Released Claims" means any and all claims, rights, demands, liabilities, including without limitation statutory, constitutional, contractual or common law claims for actual damages, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief for all PAGA claims alleged in the PAGA Notice and/or forthcoming operative Complaint in the Action, or which could have been alleged based on the facts and allegations contained in the PAGA Notice and/or forthcoming operative Complaint, which occurred during the PAGA Period, based on Labor Code section 2802, including the primary rights

of each provision of the State of California under PAGA, and including the PAGA penalty claims described in the Amended PAGA Notice.

- xxi. "Released Parties" means DEFENDANT and each of its respective former and present parents, subsidiaries and affiliated corporations, and each of their respective officers, directors, employees, managers, partners, shareholders, agents, insurers, and any other successors, assigns, or legal representatives, joint ventures, and any joint employers.
- xxii. "Service Award" means Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) payable to PLAINTIFF for his service to the State of California and the Aggrieved Employees and the risk he undertook by attaching his name to this Action.
- xxiii. "Settlement Administrator" means a third-party administrator the Parties will jointly select to administer the notice and payments called for in this Agreement.
- xxiv. "Settlement Administration Costs" means costs incurred by the Settlement Administrator in connection with the current Agreement, whether foreseen or not, which are anticipated not to exceed Two Thousand Seven Hundred Fifty Dollars and Zero Cents \$2,750.00.

Section 1.02 Terms of Agreement

(a) Gross Settlement Amount

DEFENDANT agrees to pay **Seventeen Thousand Nine Hundred Ninety Dollars and Zero Cents (\$17,990.00)** as a full, complete and final settlement of the Action. This sum includes the following: (i) the LWDA Payment; (ii) the Individual PAGA Payments; (iii) Attorneys' Fees and Costs, as approved by the Court; (iv) the Service Award, as approved by the Court; and (v) Settlement Administration Costs. The settlement is non-reversionary; however, under no circumstances shall the Gross Settlement Amount exceed \$17,990. The Gross Settlement Amount shall be used to satisfy all of the alleged PAGA claims alleged against DEFENDANT in the Action.

(b) Attorneys' Fees and Attorneys' Costs

PLAINTIFF's Counsel may request Attorneys Fees' and Attorneys' Costs as compensation for their fees and reimbursement of their costs, respectively, incurred in prosecution of this Action. DEFENDANT will not oppose any request up Two Thousand Five Hundred Forty Dollars and Zero Cent (\$2,540.00). Any reduction in these payments by the Court is not grounds to void this Agreement and any amount requested but not awarded as Attorneys' Fees or Attorneys' Costs will be reallocated to the Net Settlement Amount and distributed to the LWDA and Aggrieved Employees as set forth herein.

(c) PAGA Payment - Allocation

Section 1.03 PAGA Payment - Allocation.

The Net Settlement Amount shall represent Labor Code section 2699 penalties, of which 75% of the payment will be paid to the LWDA as the LWDA Payment and 25% will be paid to Aggrieved Employees as Individual PAGA Payments, unless the Court determines otherwise. A reallocation of the settlement funds amongst PAGA claims directed by the Court shall not be a basis to void the agreement. Aggrieved Employees will be issued Form 1099 for their respective Individual PAGA Payments. The Individual PAGA Payment for each Aggrieved Employee shall be paid pro rata based on the number of monthly payroll periods each Aggrieved Employee received wages from DEFENDANT during the PAGA Period, as set forth in Section 2.04.

Article II.

Approval and Implementation of Agreement

Section 2.01 Cooperation

The Parties will cooperate in obtaining through an unopposed motion, an Order from the Court approving the terms of this Agreement at the earliest possible date. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed in order to obtain approval of this Agreement.

Section 2.02 Court Approval

The Parties will seek to obtain the Court's approval of this Agreement by way of a motion to be filed by PLAINTIFF's counsel. The Court's approval of this Agreement shall be embodied in a written Order approving as to form and content this Agreement, dismissing Plaintiff's PAGA representative and all individual claims of any kind with prejudice. Should the Court not grant approval of terms set forth in Section 3.02 of this Agreement, then the entirety of this Agreement shall be null and void.

Section 2.03 Notice to Aggrieved Employees

(a) Notice.

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than fourteen (14) days after Effective Date, DEFENDANT shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Settlement List"). The Settlement List shall state, for each Aggrieved Employee, his or her full name, social security number, last known home address, and the number of monthly pay periods in which the Aggrieved Employee was paid by DEFENDANT during the PAGA Period.
- (2) The Settlement Administrator shall conduct one National Change of Address ("NCOA") search for all Aggrieved Employees identified on the Aggrieved Employees List. No later than ten (10) business days after its receipt of the Settlement List, the Settlement Administrator shall mail the Notice of PAGA Settlement attached hereto as Exhibit A) and each Individual PAGA Payment to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with

directions to the Postmaster to forward the Notice and Individual PAGA Payment and return all undeliverable Notices and Individual PAGA Payments to the Settlement Administrator. For each Notice and Individual PAGA Payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database.

- (3) All costs incurred by the Settlement Administrator in connection with the current settlement, whether foreseen or not, shall be paid out of the Gross Settlement Amount.

Section 2.04 Settlement Payment and Administration Procedures

No later than fourteen (14) days after Effective Date, DEFENDANT shall transfer the Gross Settlement Amount to the Settlement Administrator. In no event will any funds or payment be due by DEFENDANT prior to the Effective Date of this Agreement.

Individual PAGA Payments shall be calculated pro rata based on the number of Monthly Pay Periods each Aggrieved Employee was employed by DEFENDANT during the PAGA Period, with each Aggrieved Employee being entitled to a share of the Net Settlement Amount based upon the number of Monthly Pay Periods during which the Aggrieved Employee was employed by DEFENDANT during the PAGA Period as a numerator and the total number of Monthly Pay Periods during which all Aggrieved Employees were employed by DEFENDANT during the PAGA Period.

The Individual PAGA Payments are considered penalties and will not be subject to local, state, or federal tax withholdings. All Aggrieved Employees who cash their settlement check may receive a IRS Form 1099 reflecting this portion of the settlement.

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. Thereafter, all uncashed checks shall be voided and the funds represented thereby shall be paid to the LWDA by the Settlement Administrator.

Section 2.05 LWDA Notice

Pursuant to California Labor Code section 2699(l), PLAINTIFF will provide a copy of this Agreement to the LWDA concurrently with the filing of the motion for settlement approval. PLAINTIFF will also file a declaration in support of the Motion for Settlement Approval confirming that he has submitted the Agreement to the LWDA in compliance with Labor Code section 2699(l). In addition, PLAINTIFF shall submit to the LWDA a copy of the Court's judgment and order approving the Agreement within ten (10) days after entry of the judgment or order.

Article III.

Limitations On Use Of This Agreement

Section 3.01 No Admission

This Agreement and compliance with this Agreement shall not be construed as an admission by the Released Parties of any liability whatsoever, or as admission by the Released Parties of any violations of PLAINTIFF's or the Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. The Released Parties specifically disclaim any liability to PLAINTIFF or any other allegedly Aggrieved Employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 3.02 Nullification

- (a) If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees (Section 1.01(iii)); the definition of Effective Date (Section 1.01(viii)); the definition of PAGA Period (Section 1.01(xviii)); the definition of Released Claims (Section 1.01(xx)); the definition of Released Parties (Section 1.01(xxi)); the definition of Gross Settlement Amount (Section 1.01(x)); the requirement for entry of an order by the Court approving this Agreement and entering PAGA Judgment as contemplated in Article II. The following terms are not material to this Agreement: the amount of Attorneys' Fees and Costs awarded (Section 1.01(iv)); the amount of Service Award approved (Section 1.01(xxii)) the amount of the Settlement Administration Costs approved (Section 1.01(xxiv)); or the allocation within the Net Settlement Amount (Section 2.04).

Article IV.

Release and Waiver of Claims

It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims arising from or related to the PAGA Notice and/or the Action. Upon entry of the Order and Final Judgment approving payment of the payment of PAGA penalties as described in this Agreement, PLAINTIFF, the Aggrieved Employees, and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. PLAINTIFF, the Aggrieved Employees and the State of California shall be deemed to have, and by operation of the Order and Final Judgment granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claim, and from any other expenses, penalties, interest, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted pursuant to Labor Code § 2699 based on the facts alleged in the Action.

For the avoidance of doubt, this release does not include any Aggrieved Employee's individual claims, except PLAINTIFF, including but not limited to claims for failure to reimburse business-related expenses and relative derivative claims; this settlement covers only PAGA penalties and PLAINTIFF'S private claims of any kind.

It is understood and agreed by and between each of the Parties to this Agreement that, in consideration for the promises and covenants undertaken herein, and after consultation with counsel, PLAINTIFF does hereby, for himself and for his heirs, legal representatives, agents, successors-in-interest and assigns, irrevocably and unconditionally release and forever discharge the Released Parties from any and all causes of action, claims, actions, rights, judgments, obligations, damages, penalties, demands, accountings or liabilities of whatever kind and character, which PLAINTIFF may have against the Released Parties by reason of or arising out of, touching upon, or concerning any of the matters, acts or omissions described or referenced in the Action, any statutory claims, or any and all other matters of whatever kind, nature or description, whether known or unknown, occurring prior to the date of this Agreement.

Said release specifically includes, but is not limited to, any and all claims for breach of contract or implied contract, breach of the covenant of good faith and fair dealing, inducement of breach, wrongful or unlawful discharge or demotion, constructive termination, retaliation, retaliation in violation of California Labor Code Section 1102.5(a) or (b), whistleblowing, violation of public policy, retaliation, intentional or negligent infliction of emotional distress, intentional or negligent misrepresentation, conspiracy, tortious denial of contract, interference with proprietary interests, failure to pay wages, bonuses, benefits, vacation pay, sick pay, severance pay, business expenses or other remuneration or compensation of any sort, failure to provide accurate itemized wage statements, failure to pay wages upon termination, independent contractor classification, negligence, negligent retention, negligent supervision, negligent hiring, defamation, slander, unlawful efforts to prevent employment, assault, battery, violation of constitutional rights, discrimination on the basis of race, color, sex, national origin, religion, age, disability, pregnancy, medical condition or marital status, harassment, failure to prevent, train about or investigate harassment/discrimination/retaliation, interference with leave, failure to accommodate disability or pregnancy, retaliation, and/or violation of any statutes, rules, regulations or ordinances, whether federal, state or local, including, but not limited to, the California Constitution, ERISA, the Fair Labor Standards Act, the California Wage Orders, the California Labor Code, the Private Attorney General Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, or the Worker Adjustment and Retraining Notification Act.

PLAINTIFF represents and warrants that he has not assigned or subrogated any of said rights, claims and causes of action, including any claims referenced above in this section, or authorized any other person or entity to assert such a claim or claims on his behalf, and agrees to indemnify and hold the Released Parties harmless against any assignment of said rights, claims and/or causes of action.

PLAINTIFF understands and hereby agrees that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

PLAINTIFF specifically represents that PLAINTIFF will not in the future file, or act as a named plaintiff or claimant including, but not limited to, in a representative capacity or as an “aggrieved employee” under the California Private Attorney General Act (PAGA) Cal. Labor Code Sec. 2699, et seq., encourage or instigate the filing of any lawsuit or proceeding, including but not limited to any class actions, by any party in any state or federal court, or of any proceeding before any local, state or federal agency based upon events occurring prior to the date of execution of this Agreement. PLAINTIFF specifically represents that PLAINTIFF will not pursue or continue any claims against the Released Parties in a personal or representative capacity, under PAGA or any other statute or cause of action in any forum.

Article V.

Miscellaneous Provisions

Section 5.01 Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 5.02 Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 5.03 Amendments

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by PLAINTIFF, PLAINTIFF’s Counsel, representatives of DEFENDANT, and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 5.04 Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, PLAINTIFF’s Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. PLAINTIFF expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 5.05 Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and shall in all cases be shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Section 5.06 Mutual Preparation

The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

Section 5.07 Representation by Counsel

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

Section 5.08 Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered, including facsimile, DocuSign, and scanned copies, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

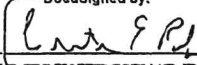
Section 5.09 Judgment and Continued Jurisdiction

After the Court approves this Agreement, the Court will have continuing jurisdiction per California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement and Release on the date set forth.

APPROVED AND ACCEPTED.

Dated: March 3, 2023

DocuSigned by:
By 
CURTIS EDWARD ROBINZINE

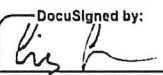
Dated: 3/6, 2023

By 
Its: LOTTE GLOBAL LOGISTICS (NORTH AMERICA) INC.

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

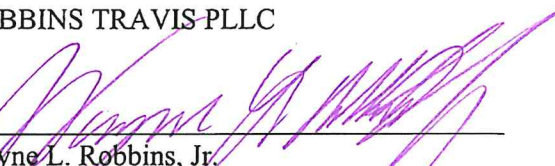
Dated: March 3, 2023

ACKERMANN & TILAJEF, P.C.

DocuSigned by:
By 
Craig J. Ackermann
Attorneys for PLAINTIFF and the Aggrieved
Employees, and on behalf of the State of
California

Dated: 3/6, 2023

ROBBINS TRAVIS PLLC

By 
Wayne L. Robbins, Jr.
Attorney for LOTTE GLOBAL LOGISTICS
(NORTH AMERICA) INC.