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18 CAPSTONE LOGISTICS, LLC

19 *Additional counsel listed on page 2*

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**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF TUOLUMNE**

29 ANDREA OTANEZ VERDUGO individually ) Case No: [\_\_\_\_\_] )  
30 and on behalf of all others )  
31 similarly situated, ) **JOINT MOTION TO CONFIRM**  
32 ) **ARBITRATION AWARD**  
33  
34 Plaintiff, )  
35 ) Date: \_\_\_\_\_ )  
36 v. ) Time: \_\_\_\_\_ )  
37 ) Judge: \_\_\_\_\_ )  
38 CAPSTONE LOGISTICS, LLC, a Delaware )  
39 limited liability company with its principal place )  
40 of business in Georgia, and DOES 1 to 100, )  
41 inclusive, )  
42 )  
43 Defendants. )  
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48 )

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**I. PETITION TO CONFIRM ARBITRATION AWARD**

The Parties jointly move this Court, on an expedited basis and pursuant to the Federal Arbitration Act (“FAA”) for an Order confirming the Arbitration Order & Award (the “Award”) issued by Arbitrator Hunter Hughes, Esq. in the arbitration captioned matter titled *Verdugo v. Capstone Logistics, LLC* (the “Arbitration”). The Award approves a non-reversionary wage-and-hour settlement between the Parties including settlement of class claims on a preliminary basis and settlement of representative PAGA claims. A true and correct copy of the Award was entered and transmitted on April 8, 2024, and is attached hereto as **Exhibit A**. A true and correct copy of the Arbitration Agreement which controlled this arbitration is attached hereto as **Exhibit B**.

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1 Plaintiff, the Class Members, and members of the PAGA representative group are and were  
2 employed by Defendant in the State of California. In October 2020, Plaintiff was hired by Defendant  
3 as a warehouse associate tasked with sorting and re-palletizing product, among other things.

4 **b. The Claims Asserted by Plaintiff in This Case and Procedural History**

5 Plaintiff asserts various claims against Defendant on behalf of herself and the Class Members.  
6 Plaintiff's First Amended Complaint asserts multiple causes of action against Defendant for:

- 7 (1) Failure to provide Plaintiff and her fellow employees meal periods and pay missed meal  
8 period premiums (Labor Code §§ 226.7, 512, IWC Wage Order No. 9);  
9 (2) Failure to provide accurate wage statements to Plaintiff and her fellow employees within  
10 the four years prior to the filing of this Complaint (Labor Code § 226 and 226.3);  
11 (3) Failure to pay all wages owed in a timely manner (Labor Code §204);  
12 (4) Failure to pay all wages due to former employees based on the foregoing (Labor Code §  
13 201 – 203);  
14 (5) Unfair competition (California Business & Professions Code §17200, *et. seq.*); and  
15 (6) Penalties under the Private Attorneys' General Act ("PAGA") (California Labor Code §  
16 2698, *et. seq*) for alleged violations of the California Labor Code.

17 Defendant denied (and continues to deny) all of Plaintiff's claims and further denied that  
18 Plaintiff could proceed on a class or representative basis in litigation.

19 **c. Procedural History and Settlement.**

20 On March 15, 2022, Plaintiff filed her complaint before the Superior Court for the County of  
21 Los Angeles. On May 9, 2022, Defendant removed this action to the U.S. District Court for the  
22 Central District of California. On August 11, 2024, Defendant filed a Motion to Compel Arbitration  
23 and Dismiss the Complaint. On August 18, 2023, Plaintiff filed a Notice of Non-Opposition to  
24 Defendant's Motion to Compel Arbitration and Dismiss the Complaint. On August 22, 2023, the  
25 district court entered an order dismissing Plaintiff's Complaint without prejudice.

26 On or about September 26, 2023, Plaintiff served Defendant with a Demand for Arbitration.  
27 On that same day, Defendant sent the Demand for Arbitration along with Plaintiff's Complaint in  
28 Arbitration and Arbitration Agreement to Arbitrator Hughes, who the Parties mutually agreed would

1 serve as the arbitrator for this matter. On June 28, 2022, the parties attended a mediation with the Lisa  
2 Klerman, Esq. and reached a settlement as to both the class claims and the PAGA claims.

3 On or about January 30, 2024, the Parties entered into a Stipulated Settlement Agreement and  
4 Release of Claims, and Plaintiff submitted a Motion for Approval of Class Action and PAGA  
5 Settlement (“Motion for Approval”) to Arbitrator Hughes. On March 29, 2024, the Parties appeared  
6 before Arbitrator Hughes at 350 South Washington Street, Sonora, CA 95370, for a hearing on  
7 Plaintiff’s Motion for Approval. On April 8, 2024, Arbitrator Hughes entered the Award granting  
8 preliminary approval of class action settlement, approving class notice, and granting approval of  
9 PAGA settlement.

### 10 **III. JURISDICTION AND VENUE**

#### 11 **a. Jurisdiction**

12 Jurisdiction is proper because the Arbitration Agreement was entered into and the dispute  
13 arose in the State of California, and the Parties mutually agreed to arbitrate in the State California  
14 pursuant to the Arbitration Agreement. According to the California Code of Civil Procedure, “[t]he  
15 making of an agreement in this State providing for arbitration to be had within this State shall be  
16 deemed a consent of the parties thereto to the jurisdiction of the courts of this State to enforce such  
17 agreement by the making of any orders provided for in this title and by entering of judgment on an  
18 award under the agreement.” (Cal. Civ. Proc. Code § 1293.)

#### 19 **a. Venue**

20 Venue is proper because the Parties entered into the Arbitration Agreement in California and  
21 the arbitration hearing was held in Sonora, CA. According to the California Code of Civil Procedure,  
22 “any petition made after the commencement or completion of arbitration shall be filed in a court  
23 having jurisdiction in the county where the arbitration is being or has been held.” (Cal. Civ. Proc.  
24 Code § 1292.2.)

### 25 **IV. POINTS AND AUTHORITIES IN SUPPORT OF PETITION TO CONFIRM** 26 **ARBITRATION AWARD**

27 This Court has authority to confirm the Award pursuant to the FAA and the California Code of  
28 Civil Procedure. The FAA provides that a court “must” confirm an arbitration award if any party to

1 the arbitration applies for an order confirming the award within one year after the award is made,  
2 “unless the award is vacated, modified, or corrected.” 9 U.S.C. § 9. Similarly, § 1285 of the  
3 California Code of Civil Procedure provides that “[a]ny party to an arbitration in which an award has  
4 been made may petition the court to confirm, correct or vacate the award.” CAA § 1285. Both  
5 sources of law – the FAA and the CAA – require deference to arbitration awards. *See Richey v.*  
6 *AutoNation, Inc.*, 60 Cal. 4th 909, 916-17 (Cal. 2015) (observing that California law favors alternative  
7 dispute resolution and under both the CAA and the FAA there exist limited grounds for judicial  
8 review of an arbitration award); *Aspic Eng’g and Constr. Co. v. EEC Centcom Constructors LLC*, 913  
9 F.3d 1162, 1166 (9th Cir. 2019) (holding that judicial review of arbitration awards under the FAA is  
10 both limited and highly deferential); *Moncharsh v. Heily & Blase*, 3 Cal. 4th 1, 33 (1992) (under the  
11 CAA, “an award reached by an arbitrator pursuant to a contractual agreement to arbitration is not  
12 subject to judicial review except on the grounds set forth in [California Code of Civil Procedure]  
13 sections 1286.2 (to vacate) and 1286.6 (for correction)”).

14 Confirmation of an arbitration award “is a summary proceeding that converts a final arbitration  
15 award into a judgment of the court.” *Ministry of Def. & Support v. Cubic Def. Sys.*, 665 F.3d 1091,  
16 1094 n.1 (9th Cir. 2011); *accord Int’l Petroleum Prods. & Additives Co. v. Black Gold, S.A.R.L.*, 418  
17 F. Supp. 3d 481, 487 (N.D. Cal. 2019). Judicial review of an arbitration award is “both limited and  
18 highly deferential.” *Comedy Club, Inc. v. Improv W. Assocs.*, 553 F.3d 1277, 1288 (9th Cir. 2009);  
19 *see also*  
20 *Branches Neighborhood Corp. v. CalAtlantic Group, Inc.* 237 Cal.Rptr.3d 411, 418 (Cal. Ct. App.  
21 2018) (observing that a departure from the general rule of finality of an arbitration award on the  
22 grounds arbitrators exceeded their powers applies only in limited and exceptional circumstances);  
23 *Barnes v. Logan*, 122 F.3d 820, 824-25 (9th Cir. 1997) (holding that a federal court may vacate or  
24 modify an arbitration award only if that award is “completely irrational,” exhibits a “manifest  
25 disregard of law,” or otherwise falls within one of the grounds set forth in 9 U.S.C. §§ 10 or 11”)  
26 (quoting *Todd Shipyards Corp. v. Cunard Line, Ltd.*, 943 F.2d 1056, 1060 (9th Cir. 1991)).

27 There are only four, extremely limited grounds to vacate an arbitration award, including: (1)  
28 where the award was procured by corruption, fraud, or undue means; (2) where there was evident

1 partiality or corruption in the arbitrators, or either of them; (3) where the arbitrators were guilty of  
2 misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear  
3 evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of  
4 any party have been prejudiced; or (4) where the arbitrators exceeded their powers, or so imperfectly  
5 executed them that a mutual, final, and definite award upon the subject matter submitted was not  
6 made. 9 U.S.C. § 10(a); *Allstate Ins. Co. v. Superior Court*, 48 Cal.Rptr.3d 266, 270 (Cal. App. Ct.  
7 2012) (observing that the only grounds for judicial review of an arbitration award are those specified  
8 in arbitration statutes). Unless one of the enumerated statutory grounds exists, a court may not vacate  
9 an arbitration award even if it contains a legal or factual error on its face which results in substantial  
10 injustice. *Harris v. Sandro*, 117 Cal. Rptr.2d 910, 913 (Cal. App. Ct. 2002). In addition, the “burden  
11 of establishing grounds for vacating an arbitration award is on the party seeking [vacatur].” *U.S. Life*  
12 *Ins. Co. v. Superior Nat’l Ins. Co.*, 591 F.3d 1167, 1173 (9th Cir. 2010).

13 Further, this Court has authority to approve any settlement of any civil action filed under  
14 Private Attorneys General Act (“PAGA”). See Cal. Lab. Code § 2699(l)(2); *Flores v. Starwood*  
15 *Hotels & Resorts Worldwide, Inc., et al.*, 253 F. Supp. 3d 1074, 1077 (C.D. Cal. 2017) (approving a  
16 joint motion to approve a PAGA settlement after finding it was fair and adequate in view of the  
17 purposes and policies of the statute); *Rodriguez v. Danell Custom Harvesting, LLC*, 327 F.R.D. 375,  
18 388 (E.D. Cal. 2018) (finding that a class action settlement to resolve state and federal wage and hour  
19 claims was reasonable after the parties engaged in sufficient discovery to weigh the merits of the  
20 action and engaged the services of a professional mediator in settling the action).

21 There is no ground to vacate the arbitration award here. The arbitration hearing was held on  
22 March 29, 2024, during which the Arbitrator heard arguments from the Parties and reviewed the  
23 settlement agreement and accompanying motions. The Parties submitted the settlement to the  
24 Arbitrator and the Arbitrator decided that the terms of the settlement agreement were fair and  
25 reasonable. The arbitrator was neutral, received evidence and arguments before rendering his  
26 decision, and both Parties agreed with the result. Additionally, there is no ground to vacate the  
27 arbitration award in regard to the PAGA settlement. The PAGA settlement was reached after fact  
28 investigation from both parties and after mediation sessions with an experienced wage-and-hour

mediator. The arbitration hearing was held on March 29, 2024, during which the Arbitrator heard arguments from the Parties and reviewed the settlement agreement and accompanying motions. The Parties submitted the terms of the PAGA settlement to the Arbitrator and the Arbitrator decided that the terms of the PAGA settlement were fair and reasonable. The arbitrator was neutral, received evidence and arguments before rendering his decision, and both Parties agreed with the result.

#### IV. CONCLUSION

For these reasons, the Parties respectfully petition the Court for confirmation of the Arbitrator's Award as requested in this proceeding, effectuating the preliminary approval of the class settlement and final approval of the PAGA settlement.

Dated: April 22, 2024

Respectfully submitted,

/s/ Nick Baltaxe  
Nick Baltaxe

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*Attorneys for Plaintiff*

ANDREA OTANEZ VERDUGO individually  
and on behalf of all others  
similarly situated,  
  
Plaintiff,

v.

CAPSTONE LOGISTICS, LLC, a Delaware  
limited liability company with its principal place  
of business in Georgia, and DOES 1 to 100,  
inclusive,  
  
Defendants.

) Case No: [\_\_\_\_\_]  
)  
) **PROPOSED ORDER CONFIRMING**  
) **ARBITRATION AWARD**  
)  
) Date: \_\_\_\_\_  
) Time: \_\_\_\_\_  
) Judge: \_\_\_\_\_  
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1. For the reasons stated in the Parties' Joint Motion, the Joint Motion is **GRANTED**.
2. As stated in the Arbitration Award, preliminary approval of the class settlement is **GRANTED**.
3. As stated in the Arbitration Award, final approval of the PAGA settlement is **GRANTED**.

**Superior Court Judge**

- Form Approved for Optional Use  
Judicial Council of California  
ADR-106 [Revised January 1, 2024]

## Code of Civil Procedure, § 1285 et seq.

|                                                                          |              |
|--------------------------------------------------------------------------|--------------|
| PETITIONER: Andrea Otanez Verdugo<br>RESPONDENT: Capstone Logistics, LLC | CASE NUMBER: |
|--------------------------------------------------------------------------|--------------|

3. b. (3) **Amount or property in dispute.** This petition involves a dispute over (*check and complete all that apply*)
- (a) ☒ the following amount of money (*specify amount*): \$ 35,000.00
- (b) ☐ property (*if the dispute involves property, complete both of the following*)
- (i) consisting of (*identify property in dispute*):
- (ii) having a value of (*specify value of property in dispute*): \$
- (4) ☒ **Venue.** This court is the proper court because (*check (a) or (b)*):
- (a) ☒ this is the court in the county in which the arbitration was held.
- (b) ☐ the arbitration was not held exclusively in any county of California, or was held outside of California, and (*check one or more of the following*):
- (i) ☐ this is the court in the county where the agreement was made.
- (ii) ☒ this is the court in the county where the agreement is to be performed.
- (iii) ☐ the agreement does not specify a county where it is to be performed and was not made in any county in California, and the following party resides or has a place of business in this county (*name of party*):
- (iv) ☐ the agreement does not specify a county where it is to be performed and was not made in any county in California, and no party to this action resides or has a place of business in California.

4. **Agreement to arbitrate.**

- a. **Date.** Petitioner and respondent entered into a written agreement on or about (*date*): October 26, 2020
- b. ☒ **Attachment.** A copy of the agreement is submitted as Attachment 4(b) and incorporated herein by this reference.
- c. **Arbitration provision.** Paragraph 3 of the agreement provides for arbitration of disputes arising out of the agreement as follows (*either copy the arbitration provision in full or summarize the provision*):

Covered Claims under this Agreement are any claim, dispute, and/or controversy that [Plaintiff] may have against the Company, or that the Company may have against [Plaintiff, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment, retaliation, leave, and/or unpaid wages.)

5. **Dispute subject to arbitration.** A dispute arose between petitioner and respondent concerning the following matter covered by the agreement to arbitrate (*summarize the dispute*):

Plaintiff asserted various claims against Defendant on behalf of herself and the Class Members for unpaid wages under the FLSA and certain California state laws.

6. **Arbitrator.** The following person was duly selected or appointed as arbitrator (*name of each arbitrator*):

Hunter Hughes, Esq.

7. **Arbitration hearing.** The arbitration hearing was conducted as follows (*complete both of the following*):

- a. **Date** (*each date of arbitration*): March 29, 2024
- b. **Location** (*city and state where arbitration was conducted*):  
350 South Washington Street, Sonora, CA 95370

8. **Arbitration award.**

- a. **Date of award.** The arbitration award was made on (*date*): April 8, 2024
- b. **Terms of award.** The arbitration award (*check one or more of the following*)
- (1) ☐ requires ☐ petitioner ☐ respondent to pay the other party this amount: \$
- (2) ☐ requires neither party to pay the other anything.
- (3) ☐ is different as to different petitioners and respondents.
- (4) ☒ provides (*specify other terms or check item 8(c) and attach a copy of the award*):

Approves, on a preliminary basis, a non-reversionary wage-and-hour class action and final PAGA settlement.

- c. ☒ **Attachment of Award.** A copy of the award is submitted as Attachment 8(c).

9. **Service of award.**

- a. The signed award or an accompanying document indicates that the award was served on petitioner on (*date*): April 8, 2024
- b. ☐ Petitioner alleges that a signed copy of the award was actually served on (*date*): N/A

|                                                                          |              |
|--------------------------------------------------------------------------|--------------|
| PETITIONER: Andrea Otanez Verdugo<br>RESPONDENT: Capstone Logistics, LLC | CASE NUMBER: |
|--------------------------------------------------------------------------|--------------|

10. Petitioner requests that the court (check all that apply)

- a. ☒ confirm the award, and enter judgment according to it.
- b. ☐ correct the award and enter judgment according to the corrected award, as follows:
- (1) The award should be corrected because (check all that apply)
- (a) ☐ the amount of the award was not calculated correctly, or a person, thing, or property was not described correctly.
- (b) ☐ the arbitrator exceeded his or her authority.
- (c) ☐ the award is imperfect as a matter of form.
- (2) The facts supporting the grounds for correcting the award alleged in item 10b(1) are as follows (if additional space is required, check here ☐ and submit facts on an attachment labeled 10b(2)):
- (3) The award should be corrected as follows (if additional space is required, check here ☐ and describe requested correction on an attachment labeled 10b(3)):
- c. ☐ Vacate (cancel) the award.
- (1) The award should be vacated because (check all that apply)
- (a) ☐ the award was obtained by corruption, fraud, or other unfair means.
- (b) ☐ an arbitrator was corrupt.
- (c) ☐ the misconduct of a neutral arbitrator substantially prejudiced petitioner's rights.
- (d) ☐ the arbitrator exceeded his or her authority, and the award cannot be fairly corrected.
- (e) ☐ the arbitrator unfairly refused to postpone the hearing or to hear evidence useful to settle the dispute.
- (f) ☐ an arbitrator failed to disclose within the time for disclosure a ground for disqualification of which the arbitrator was then aware.
- (g) ☐ an arbitrator should have disqualified himself or herself after petitioner made a demand to do so.
- (2) The facts supporting the grounds for vacating the award alleged in item 10c(1) are as follows (if additional space is required, check here ☐ and submit facts on an attachment labeled 10c(2)):
- (3) Petitioner ☐ does ☐ does not request a new arbitration hearing.
- d. ☐ Award petitioner interest from (date):
- (1) ☐ at the statutory rate.
- (2) ☐ at rate of \_\_\_\_\_ % per year.
- e. ☐ Award petitioner costs of suit
- (1) ☐ in the amount of: \$
- (2) ☐ according to proof.
- f. ☐ Award petitioner attorney fees incurred in this action (check only if attorney fees are recoverable in this action according to statute or the parties' agreement)
- (1) ☐ in the amount of: \$
- (2) ☐ according to proof.
- g. ☐ Award petitioner the following other relief (describe relief requested; if additional space is required, check here ☐ and describe relief on an attachment labeled 10g):

11. Pages and attachments. Number of pages attached: 23

Date: April 22, 2024

Nick Baltaxe

(TYPE OR PRINT NAME)

  
(SIGNATURE OF PETITIONER OR ATTORNEY)

**ATTACHMENT 4(b)**

## EXHIBIT 3

### EMPLOYMENT-AT-WILL AND ARBITRATION AGREEMENT

In consideration of my employment and my employer's mutual promise to arbitrate the categories of claims for relief that fall within the scope of this Employment-At-Will And Arbitration Agreement (the "Agreement"), I agree as follows:

1. **At-Will Employment.** I acknowledge that my employment at Capstone Logistics, LLC (hereafter the "Company," a term which shall include all parent, subsidiary, and affiliate entities, including but not limited to LMS Intellibound, Progressive Logistics Services, Pinnacle Workforce Logistics, and National Freight Handlers, and their owners, directors, officers, managers, employees, or agents) is at-will, shall be for no specific duration, and may be terminated at the will of me or the Company. Both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. I acknowledge that employment at-will is the sole and entire agreement between myself and the Company concerning the duration of my employment and the circumstances under which my employment may be terminated. This Agreement supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Company and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the Chief Executive Officer of the Company.

2. **Agreement To Arbitrate.** Both I and the Company agree to use binding arbitration, instead of going to court, as the sole and exclusive means to resolve any "Covered Claims" that arise or have arisen between me and the Company. I understand and agree that arbitration is the only forum for resolving Covered Claims and that both I and the Company are waiving and relinquishing our respective rights to trial before a judge or jury in federal or state court in favor of arbitration. **I understand that my continued employment with the Company is deemed to be acceptance of this Agreement to Arbitrate.**

3. **Covered Claims.** Covered Claims under this Agreement are any claim, dispute, and/or controversy that I may have against the Company, or that the Company may have against me, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment, retaliation, leave, and/or unpaid wages, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, the Fair Labor Standards Act, or any other similar federal, state, or local law or regulation which may apply to the parties' employment relationship), equitable law, or otherwise. Covered Claims include but are not limited to any claim, dispute, and/or controversy that may arise out of or be related in any way to my employment, including but not limited to the termination of my employment and my compensation. Covered Claims also specifically include but are not limited to any claim, dispute, and/or controversy that I may have against, or that may be related in any way to the services I or the Company provides to, the Company's business partners or customers and their employees.

4. **Excluded Claims.** The only exceptions to the requirement of binding arbitration shall be for "Excluded Claims." Excluded Claims are claims for medical and disability benefits, claims for workers' compensation, claims for unemployment benefits, claims asking for emergency or temporary injunctive relief in a court of law in accordance with applicable law (however, after the court has issued a ruling concerning the emergency or temporary injunctive relief, the Company and I are required to submit the dispute to arbitration pursuant to this Agreement), or other claims that are not subject to arbitration under current law. I and the Company acknowledge that through this Agreement, I make no representation or demonstration of support or rejection of concerted

activity. Nothing herein shall prevent me from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission, Department of Labor, and National Labor Relations Board or comparable state agencies, but I understand that I am giving up the opportunity to recover monetary amounts from such proceedings. In other words, I must pursue any claim for monetary relief for Covered Claims through arbitration under this Agreement.

5. Waiver of Class and Collective Claims. I and the Company agree that Covered Claims will be arbitrated only on an individual basis. All claims subject to this Agreement shall be brought in the individual capacity of myself or the Company, and shall be brought in the county in which the dispute arose (unless the parties mutually agree otherwise). This Agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees or parties, or permit such claims or controversies to proceed as a class or collective action. No arbitrator shall have the authority under this Agreement to order any class or collective action. I and the Company agree to waive any substantive or procedural rights that we may have to participate in, bring, or receive monetary or other relief from any action on a class or collective basis against each other.

6. Internal Dispute Resolution. I and the Company value our working relationship, and we acknowledge that addressing issues or concerns internally may help address concerns more efficiently. We agree that we prefer to address any concerns through workplace channels, including by raising concerns with each other, to attempt to resolve any concerns informally before filing for arbitration. In this regard, both the Company and I understand that use of arbitration is intended to be a last resort.

7. Rules For Arbitration. To file a demand for arbitration, the party desiring to pursue a legal dispute must prepare a written demand setting forth the claim(s). The employment dispute resolution rules of the American Arbitration Association ("AAA") will apply. The current version can be found here: <https://adr.org/employment>. I and the Company will be entitled to take discovery as provided by the employment dispute resolution rules of the AAA.

8. Selection of Neutral Arbitrator. The arbitrator shall be selected in accordance with the employment dispute resolution rules of the AAA. The arbitrator shall be neutral.

9. Arbitrator's Authority. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. The arbitrator shall issue a decision in writing, setting forth the reasons and the legal basis for the arbitrator's determination. The arbitrator shall resolve all disputes based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the authority to award the same damages and other relief to me and the Company that would have been available in court pursuant to applicable law. Judgment on the arbitrator's award may be entered in any court having jurisdiction over the matter.

10. Costs. I understand the Company shall pay all costs uniquely attributable to arbitration, including the administrative fees and costs of the arbitrator. Each side shall pay its own costs and attorneys' fees, if any, unless the arbitrator rules otherwise in accordance with applicable law. If the applicable law affords the prevailing party attorney fees and costs, then the arbitrator shall apply the same standards a court would apply to award such fees and costs.

11. Company's Agreement. By presenting me with this Agreement, the Company has agreed to the terms of this Agreement.

12. Entire Agreement & Savings Clause. This is the entire agreement between myself and the Company regarding dispute resolution, the length of my employment, and the reasons for termination of my employment, and this Agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after my employment do not alter this Agreement. If any term, provision or portion of this Agreement is determined to be void or unenforceable it shall be severed and the remainder of this Agreement shall be fully enforceable; provided, however, that if the waiver of class and collective claims is found to be unenforceable, then any claim brought on a class, collective or representative action basis must be filed in a court of competent jurisdiction, and such court shall be the exclusive forum for such claims.

13. Condition of Employment. This Agreement is a condition of my employment with the Company. By commencing and/or continuing employment with the Company, I am agreeing to this Agreement. I acknowledge that I have carefully read this Agreement, that I understand its terms, and that I have entered into this Agreement voluntarily and not in reliance on any promises or other representations by the Company.

14. Controlling Law. The Company and I agree that this Agreement is made pursuant to and shall be governed under the Federal Arbitration Act.

## ACUERDO DE EMPLEO VOLUNTARIO Y ARBITRAJE

En contraprestación por mi empleo y la promesa mutua de mi empleador de arbitrar las categorías de reclamos de indemnización contempladas dentro del alcance de este Acuerdo de empleo voluntario y arbitraje (el "Acuerdo"), acepto lo siguiente:

1. Empleo voluntario. Reconozco que mi empleo en Capstone Logistics, LLC (en adelante, la "Compañía", un término que incluirá a toda casa matriz, subsidiaria y afiliada, incluidas, entre otras, LMS Intellibound, Progressive Logistics Services, Pinnacle Workforce Logistics y National Freight Handlers, y sus propietarios, directores, funcionarios, empleados o agentes) es voluntario, no tendrá una duración específica y puede finalizar por voluntad mía o de la Compañía. Tanto yo como la Compañía tenemos derecho de finalizar el empleo en cualquier momento, con o sin causa o aviso previo. Reconozco que el empleo voluntario representa el acuerdo exclusivo o total entre la Compañía y yo con respecto a la duración de mi empleo y las circunstancias en que este puede terminarse. Este Acuerdo reemplaza todos los acuerdos, entendimientos y declaraciones anteriores (por escrito o en forma oral) con respecto a la duración de mi empleo en la Compañía y/o las circunstancias en que este puede terminarse. Mi condición de empleo voluntario solo puede modificarse mediante un documento escrito firmado por el Director Ejecutivo de la Compañía.

2. Acuerdo de arbitraje. Tanto yo como la Compañía aceptamos recurrir al arbitraje vinculante, en lugar de los tribunales, como el único y exclusivo medio de resolver todo "Reclamo cubierto" que surgiera o haya surgido entre nosotros. Comprendo y acepto que el arbitraje es el único foro para resolver los Reclamos cubiertos y que tanto yo como la Compañía renunciamos a nuestros respectivos derechos de iniciar acciones legales ante un juez o jurado en los tribunales federales o estatales a favor del arbitraje. **Comprendo que seguir trabajando en la Compañía se considera mi aceptación de este Acuerdo de arbitraje.**

3. Reclamos cubiertos. Los Reclamos cubiertos conforme a este Acuerdo son cualquier reclamo, disputa y/o controversia que yo pudiera tener contra la Compañía o que la Compañía pudiera tener contra mí, ya sea extracontractual, contractual, fundamentada en las leyes (incluidos, sin limitación, los reclamos por discriminación, acoso, represalias, licencias y/o sueldos impagos, basados en el Título VII de la Ley de derechos civiles de 1964 y sus enmiendas, la Ley contra discriminación laboral por edad, las Leyes de trabajo equitativo o cualquier otra ley o reglamentación federal, estatal o local similar que pudiera aplicarse a la relación laboral de las partes), en leyes del sistema del Equity o de otro tipo. Los Reclamos cubiertos incluyen, sin limitación, todo reclamo, disputa y/o controversia que pudiera surgir de mi empleo o estar relacionado con este, incluidos, entre otros, la finalización del empleo y mi remuneración. Los Reclamos cubiertos también incluyen específicamente, sin limitación, cualquier reclamo, disputa y/o controversia que pudiera tener contra los socios comerciales o clientes de la Compañía y sus empleados o que pudiera estar relacionado de cualquier manera con los servicios que yo o la Compañía les prestamos a estos.

4. Reclamos excluidos. Las únicas excepciones a la exigencia del arbitraje vinculante son los "Reclamos excluidos". Los Reclamos excluidos son reclamos por beneficios médicos y de discapacidad, reclamos por compensación para trabajadores, reclamos por beneficios de desempleo, reclamos para solicitar órdenes judiciales de emergencia o temporales en un tribunal de conformidad con las leyes aplicables (sin embargo, después de que el tribunal haya emitido una orden judicial, la Compañía y yo debemos someter la disputa a arbitraje de conformidad con este Acuerdo) y otros reclamos que no están sujetos a arbitraje conforme a las leyes vigentes. Yo y la Compañía reconocemos que por medio de este Acuerdo

no declaro ni demuestro apoyo ni rechazo de la actividad acordada. Ninguna parte de este Acuerdo impedirá presentar y llevar adelante procedimientos ante la Comisión de Oportunidades Igualitarias de Empleo del Departamento de Trabajo de los Estados Unidos y la Comisión Nacional de Relaciones Laborales u organismos comparables, pero comprendo que estoy renunciando a la oportunidad de recuperar sumas monetarias de tales procedimientos. En otras palabras, debe presentar cualquier reclamo de compensación monetaria por Reclamos cubiertos a través del arbitraje conforme a este Acuerdo.

5. Renuncia a reclamos de clase y colectivos. La Compañía y yo acordamos que los Reclamos cubiertos serán arbitrados en forma individual. Todo reclamo conforme a este Acuerdo deberá ser presentado de manera individual por mí o por la Compañía, y deberá presentarse en el condado donde haya surgido la disputa (a menos que acordemos mutuamente lo contrario). Este Acuerdo no permite ni deberá interpretarse que permite la consolidación o unificación de otros reclamos o controversias que involucren a cualquier otro empleado o parte, ni permite que dichos reclamos o controversias se tramiten como demanda de clase o colectiva. Ningún árbitro tendrá autoridad conforme a este Acuerdo para ordenar demandas de clase o colectivas. La Compañía y yo aceptamos renunciar a cualquier derecho sustantivo o procedimental que pudiéramos tener de participar, iniciar o recibir compensación monetaria o de otro tipo en relación con una demanda de clase o colectiva contra la otra parte.

6. Resolución interna de disputas. La Compañía y yo valoramos nuestra relación laboral y reconocemos que solucionar los problemas o inquietudes internamente puede ayudar a una resolución más eficiente de los problemas. Acordamos que preferimos resolver los problemas por medio de los canales dentro del lugar de trabajo, lo que incluye presentar quejas uno a otro, a fin de intentar resolver los problemas informalmente antes de someterlos a arbitraje. En este aspecto, la Compañía y yo comprendemos que el uso de arbitraje está previsto como último recurso.

7. Reglas del arbitraje. Para presentar una demanda de arbitraje, la parte que desee dirimir una disputa legal debe preparar una demanda por escrito donde explique el (los) reclamo(s). Se aplicarán las reglas de resolución de disputas laborales de la Asociación Estadounidense de Arbitraje (American Arbitration Association, "AAA"). La versión vigente puede encontrarse aquí: <https://adr.org/employment>. La Compañía y yo tendremos derecho de presentar pruebas según lo establezcan las reglas de resolución de disputas laborales de la AAA.

8. Selección del árbitro neutral. El árbitro se seleccionará de acuerdo con las reglas de resolución de disputas laborales de la AAA. El árbitro deberá ser neutral.

9. Autoridad del árbitro. El árbitro tendrá la inmunidad de un funcionario judicial en cuanto a la responsabilidad civil cuando actúe como árbitro, la cual se complementará con cualquier otra inmunidad existente. El árbitro deberá emitir un dictamen por escrito, donde establezca los motivos y el fundamento legal de su determinación. El árbitro debe resolver todas las disputas exclusivamente sobre la base de las leyes que rigen los reclamos y las defensas argumentadas, y no puede invocar ningún otro fundamento (inclusive, sin limitación, nociones de "justa causa") diferente de dichas leyes aplicables. El árbitro tendrá autoridad para disponer la misma indemnización y otra compensación en favor mío y de la Compañía que hubiera estado disponible en los tribunales conforme a la ley aplicable. La decisión del laudo del árbitro puede archivarse en cualquier tribunal competente en la materia.

10. Costos. Comprendo que la Compañía deberá pagar los costos exclusivamente atribuibles al arbitraje, incluidos las tarifas y costos administrativos del árbitro. Cada lado deberá pagar sus propios costos y honorarios de abogados, si hubiere, a menos que el árbitro determine lo contrario de conformidad con las leyes aplicables. Si las leyes aplicables contemplan el pago de los honorarios de abogados y costos de la parte vencedora, el árbitro debe aplicar las mismas normas que aplicaría un tribunal para adjudicar dichos honorarios y costos.

11. Acuerdo de la Compañía. Al presentarme este Acuerdo, la Compañía ha aceptado los términos de este Acuerdo.

12. Acuerdo total y cláusula de divisibilidad. El presente representa el acuerdo total entre la Compañía y yo con respecto a la resolución de disputas, la duración de mi empleo y los motivos para finalizar mi empleo, y este Acuerdo reemplaza todo otro acuerdo anterior con respecto a estos temas. Las declaraciones orales o acuerdos realizados antes o después de mi empleo no alteran este Acuerdo. Si se determina que cualquier término, disposición o parte de este Acuerdo es inválido o inexigible, este deberá separarse y el resto del Acuerdo será completamente exigible; sin embargo, si se determina que la renuncia a las demandas de clase o colectivas es inexigible, cualquier reclamo presentado en una demanda de clase, colectiva o representativa debe hacerse ante un tribunal de jurisdicción competente, y dicho tribunal será el único foro para dirimir dichos reclamos.

13. Condición del empleo. Este Acuerdo es una condición de mi empleo en la Compañía. Si comienzo y/o continúo mi empleo en la Compañía estoy aceptando este Acuerdo. Confirmando que he leído atentamente este Acuerdo, que comprendo sus términos y que celebré voluntariamente este Acuerdo y no a cambio de promesas u otras declaraciones de la Compañía.

14. Ley aplicable. La Compañía y yo aceptamos que este Acuerdo se celebra de conformidad con la Ley federal de arbitraje y se regirá por esta.

## EXHIBIT 4



27590 - Warehouse Unloader  
Oct 26, 2020

## Personal Information

## Personal Information

IMPORTANT NOTE: If any of the items on this page are incorrect, please notify your Manager immediately. Failure to report incorrect personal information could delay your pay check or deposits.

Name: Andrea Otañez

IMPORTANT NOTE: If any of the items below incorrect or missing, please make the appropriate changes NOW. Failure to report incorrect personal information could delay your pay check or deposits.

Date of Birth ..... REDACTED  
Address 1 -- Please DO NOT use a P.O. Box ..... REDACTED  
Address 2 .....  
Country ..... United States  
State ..... California  
City ..... San Jacinto  
Zip Code ..... 92582  
Primary Phone # ..... REDACTED  
Marital Status ..... Single  
For Benefits Purposes only

## Payroll Election

## Wisely Disclosure

## Wisely Pay Card Disclosure

You may receive a Wisely Pay card issued by ADP (generally warehouse associates receive one automatically, and non-warehouse upon request).

1. The Wisely Pay card may be used by the company in order to pay you for non-payroll related funds.
2. You have the option to have your payroll related funds paid through the Wisely Pay card.

[Click here to review the Wisely Pay card Fee Schedule](#)

[Click here to review the Wisely Cardholder Agreement](#)

[Click here to review the Wisely Privacy Notice](#)

I acknowledge I have received and read the Wisely Pay card Fee Schedule, Cardholder Agreement, and Privacy Notice. I understand that in order to use the Wisely Pay card, I will need to accept and agree to the Cardholder Agreement and to pay the fees as indicated on the Fee Schedule by activating my Wisely Pay card. I consent to allow my employer to provide my personal information to ADP to enroll in and request a Wisely Pay card. IMPORTANT INFORMATION ABOUT APPLYING FOR A NEW PREPAID CARD ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a Prepaid Card account, ADP may require your name, address, date of birth, Social Security number, tax identification number and other information that will allow ADP to identify you. ADP may also ask to see your driver's license or other identifying documents. You will not be subject to a credit check.

.....  
Date Signed ..... Andrea Otañez  
Accepted  
Oct 26, 2020 09:33 pm

## Payroll Funding Election

## Payroll Funding Election

Andrea, you have three options for funding of payroll related funds:

1. Pay Card
2. Direct Deposit
3. Paper Check

Please select how you would like to be paid below.

Payroll Option ..... Direct Deposit

## Emergency Contacts

## Emergency Contacts

Emergency Contact 1  
First Name ..... LUIS  
Last Name ..... OTANEZ  
Relationship ..... Spouse  
Same Address as Employee? ..... Yes  
Primary Phone ..... REDACTED  
Numbers Only: No dashes or spaces.  
Secondary Phone .....  
Numbers Only: No dashes or spaces.

## Direct Deposit

## Direct Deposit - Consent to Deposit Wages

I authorize my employer (or its payroll service provider) to initiate credit entries each pay date to deposit my pay (either net or a portion thereof) into the checking and/or savings account(s) indicated below and consent (the "Account"). If funds to which I am not entitled are deposited to my Account, I authorize my employer (or its payroll service provider), to initiate any action to reverse or correct an erroneous credit entry to my Account and to direct the bank to return said funds to my employer (either directly or through its payroll service provider), to the extent permitted by applicable law. I will review my pay statement to ensure that my wages are being deposited correctly into my Account each payroll period. I understand that I can change my election at any time by contacting my employer and that this authorization replaces any previous authorizations and will remain in full force and effect until my employer (or its payroll service provider) has received written notification from me of its termination and my employer (or its payroll service provider) and the bank has had a reasonable opportunity to act on said termination.

Time Signed ..... Andrea Otañez  
Accepted  
Oct 26, 2020 09:33 pm

#### Direct Deposit

In order to deposit your earnings into your bank account, we'll need additional information from you. Capstone Logistics will deposit earnings in up to 2 bank accounts and each account must include active bank account information which includes the 9 digit routing number and your account number.

A separate form is required for each account you want earnings to be deposited into. A minimum of one form is needed to accommodate your request for direct deposit. You can add 1 additional account now, or add another account through Associate Self-Service. You must have a valid 9 digit bank routing number and your account number to complete this form online. If this form is not completed correctly, you will receive a live check. Contact your manager if you have questions about this form.

To add additional direct deposit accounts, click the "Add Direct Deposit" button below. The "Remove Last Direct Deposit" will delete all entries for the last direct deposit account that you have entered.

The image shows an example of a direct deposit form. It includes a header with a name and address: "John Jones, 124 Main Street, Anywhere, MA 02345". Below this is a "Pay to the order of:" field. The main body of the form is labeled "EXAMPLE" and contains three fields: "0 digit Routing Number" (with the value 123456789), "Account Number (1-17 digits)" (with the value 1234567891011), and "Check Number (do not include)" (with the value 0259). A "Date:" field is also present. The form is marked with a diagonal line and the word "EXAMPLE".

#### Direct Deposit 1

Account Type ..... Checking  
Full Deposit ..... Yes  
If you elect Full Deposit, DO NOT indicate a Deposit Amount.  
ABA/Routing Number ..... REDACTED  
Account Number ..... REDACTED  
Deposit Amount ..... \$0.00  
DO NOT ENTER A VALUE HERE IF YOU INDICATED 'YES' FOR FULL DEPOSIT  
Financial Institution Name ..... REDACTED

#### Job Description

Click here to save or print a copy of your job description.

#### Acknowledgement

I have read this job description (or had it read to me) and I completely understand all my job duties and responsibilities. I am able to perform the essential functions as outlined with or without reasonable accommodation. I understand that my job may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

If I have any questions about job duties not specified on this description that I am asked to perform, I should discuss them with my immediate supervisor or a member of the HR staff.

I further understand that future performance evaluations are based on my ability to perform the duties and responsibilities outlined in this job description to the satisfaction of my immediate supervisor.

I have discussed any questions I may have had about this job description prior to signing this form

To the above ..... Yes

#### Capstone Benefits

#### CAPSTONE BENEFITS

Capstone Associates can now manage benefits enrollment, make changes, access plan documents and much more through ADP's Mobile App, the ADP Self Service portal online or by calling your benefits service center Monday through Saturday.

#### Eligibility for Benefits Enrollment:

Warehouse Associates are eligible to enroll in a wide variety of benefit plans as soon as they have received their first paycheck with Capstone Logistics.

The effective date of your benefits will be the first day of the month following 60 days of employment. Your selection and enrollment should be completed at least two weeks PRIOR to your effective date.

As mentioned above, there are three ways to manage your benefits:

1. Download the ADP Mobile App on a smartphone. Not only will you be able to see your benefit information but you will have access to your payroll information, W-2s as well as other employment related notifications.
2. Log in to myADP.com - The same information available to you through the ADP App is available on-line.
3. Call the benefits Service Center at 1-844-740-3941 where representatives are available 8:00 AM to 8:00 PM EST Monday thru Friday and 8:00 AM to 5:00 PM EST on Saturdays (except Holidays).



By entering my name below I acknowledge I have received and read the information on how to enroll in Andrea Otañez Capstone Benefits.

Capstone Associate Handbook Acknowledgement

**ASSOCIATE HANDBOOK ACKNOWLEDGMENT AND STATEMENT OF RECEIPT**

I, Andrea Otañez acknowledge that I have received, have access to a printed copy, or have been provided access to an electronic copy of the Warehouse Associate Handbook that outlines the policies, procedures, benefits and Associates' responsibilities at Capstone Logistics.

I acknowledge that I have or will read the provisions contained in this Handbook and will familiarize myself with this information. If I am unclear about any of the content included in this handbook, it is my responsibility to request clarification from my manager.

I understand that I may be required to take one or more drug screening tests as a condition of hiring or continued employment. I consent to take such test(s) when designated by Capstone, its parent, its subsidiaries or affiliates and to release Capstone, its directors, officers, agents or Associates from any claims arising from such test(s).

I understand that the information in this handbook is subject to change as situations warrant. The handbook is not all-inclusive, and is only a set of guidelines. I understand the handbook may supersede, modify, or eliminate any previous handbook or unwritten policies and Capstone can change the handbook unilaterally, at any time.

Neither this booklet nor other benefits constitute a contract since either party has the right to terminate this employment-at-will at any time, for any reason or for no reason.

Click the link below to view or download an electronic copy of the Associate Handbook.

ASSOCIATE HANDBOOK (English and Spanish)

I, Andrea Otañez, acknowledge with my signature below that I have received and reviewed the Capstone Logistics Associate Handbook document. My signature and indication of agreement indicates my full acceptance of the policy outlined in the document.

Andrea Otañez  
Accepted

Date Signed: October 26, 2020

Capstone Logistics Employment-At-Will and Arbitration Agreement

**Capstone Logistics Employment-At-Will and Arbitration Agreement**

Please click the link below to download and review the Capstone Logistics Employment-At-Will and Arbitration Agreement document and then enter your name below to indicate your agreement.

Capstone Logistics Employment-At-Will and Arbitration Agreement (English and Spanish)

I, Andrea Otañez, acknowledge with my signature below that I have received and reviewed the Capstone Logistics Employment-At-Will and Arbitration Agreement document. My signature and indication of agreement indicates my full acceptance of the policy outlined in the document.

Andrea Otañez  
Accepted

Date Signed: October 26, 2020

Capstone Logistics Loss Prevention Policy Acknowledgement

**Capstone Logistics Loss Prevention Policy Acknowledgement**

Please click the link below to download and review the Capstone Logistics Loss Prevention Policy document and then enter your name below to indicate your agreement.

Capstone Logistics Loss Prevention Policy

I, Andrea Otañez, acknowledge with my signature below that I have received and reviewed the Capstone Logistics Loss Prevention Policy Agreement document. My signature and indication of agreement indicates my full acceptance of the policy outlined in the document.

Andrea Otañez  
Accepted

Date Signed: October 26, 2020

Confirm and Submit

**ELECTRONIC SIGNATURE: Please type your name as it is listed in the document above:**

I hereby certify that all statements made in this application are true and correct to the best of my knowledge and belief. I authorize past employers, schools, persons and organizations having relevant information or knowledge to release to the Company for its use in deciding whether or not to offer me employment and specifically waive any required written notification. I hereby release employers, schools, persons and organizations from all liability in responding to inquiries in connection with my application. Upon written request by me, within a reasonable period of time, the Company will make available to me the nature and scope of all reports of every type obtained.

I authorize my Electronic Signature.

Andrea Otañez  
Accepted

Date

Oct 26, 2020 09:33 pm

# ATTACHMENT 8(c)

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18 CAPSTONE LOGISTICS, LLC

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27 Facsimile: (888) 422-5191

28 *Attorneys for Plaintiff*  
ANDREA OTANEZ VERDUGO

HUNTER HUGHES, ESQ. - ARBITRATOR

ANDREA OTANEZ VERDUGO,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

v.

CAPSTONE LOGISTICS, LLC, a  
Delaware limited liability company with  
its principal place of business in  
Georgia, and DOES 1 to 100, inclusive,

Defendant.

Case No. 2:22-cv-03141-FMO (Ex)

**[PROPOSED] ORDER & AWARD  
GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT, APPROVING  
CLASS NOTICE, SETTING  
FINAL APPROVAL HEARING,  
AND GRANTING APPROVAL OF  
PAGA SETTLEMENT**

Date: April 8, 2024

Time: 10:30 AM PDT

Arbitrator: Hunter Hughes

**ORDER & AWARD**

This matter has come before the arbitrator (the “Arbitrator”) on the unopposed motion by Plaintiff Andrea Otanez Verdugo (“Plaintiff”), on behalf of herself and the similarly situated employees of Defendant Capstone Logistics, LLC (“Defendant” or “Capstone”) (together, the “Parties”), for Preliminary Approval of the Parties’ Stipulation of Settlement and Release (“Settlement” or “Settlement Agreement”) of this class action and approval of the PAGA action. On March 29, 2024, the Parties appeared and participated at an approval hearing before the Arbitrator that took place in Tuolumne County, California.

Plaintiff, without opposition by Defendant, seeks an Order and Award: (1) certifying, for settlement purposes only, the class action under Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”); (2) preliminarily approving the parties’ class action Settlement; (3) appointing Plaintiff Andrea Otanez Verdugo as the representative for the Settlement Class Members and Class Counsel Mark D. Potter and James M. Treglio of Potter Handy, LLP as counsel for the Settlement Class Members; (4) approving the parties’ proposed Class Notice; (5) approving the PAGA Settlement; and (5) scheduling a hearing on an Award for the final approval of the Class Settlement and approval of the application of Class Counsel and Plaintiff for their requested attorneys’ fees, costs, and service award.

Having considered the papers filed in support of the motion, the arguments of counsel, and the law, the Arbitrator now enters this Award as to an Approval Order and FINDS, CONCLUDES, ORDERS, and AWARDS as follows:

1. Unless otherwise defined herein, all terms used in this Order and Award will have the same meaning as defined in the Settlement Agreement.

2. The Arbitrator hereby conditionally certifies the Settlement Class, and conditionally finds that, solely for the purposes of approving this Settlement and for no other purpose and with no other effect on this litigation, the Settlement Class meets the requirements for certification under Rule 23(a) and (e)(3). Accordingly, for purposes of approving this Settlement under Rules 23(a) and 23(e)(3), the Arbitrator finds: (a) the Settlement Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common

1 to the Settlement Class Members; (c) certain claims of Andrea Otanez Verdugo are typical of the  
2 claims of Settlement Class Members; (d) Plaintiff and Class Counsel will fairly and adequately  
3 protect the interests of the Settlement Class Members; (e) questions of law or fact common to class  
4 members predominate over any questions affecting only individual members; and (f) a class action  
5 is superior to the other available methods for an efficient resolution of this controversy in the context  
6 of settlement.

7 3. The Arbitrator therefore conditionally certifies, for settlement purposes only and  
8 pursuant to Rules 23(a) and 23(e)(3) of the Federal Rules of Civil Procedure, the following classes.  
9 The "Settlement Class" consists of the following two classes:

- 10 a) The Non-Exempt Settlement Class shall consist of all current and former  
11 employees who worked for Capstone within the State of California in a non-  
12 exempt position at any time during the Class Period.
- 13 b) The Waiting Time Settlement Class shall consist of all non-exempt former  
14 employees who worked for Capstone within the State of California during the  
15 Class Period but were no longer employed at the Effective Date.

16 The Non-Exempt Settlement Class and the Waiting Time Settlement Class are together  
17 referred to as the "Settlement Class." Excluded from the Settlement Class are the following  
18 individuals who have asserted separate, individual claims against Defendant and/or who currently  
19 have individual actions pending against Defendant: (i) Corey J. Devine, the plaintiff in *Devine v.*  
20 *Capstone Logistics, LLC, et al.*, Case No. 20STCV39030 (L.A. Cnty. Super. Ct.); (ii) Ivan Escobar,  
21 the plaintiff in *Escobar v. Capstone Logistics, LLC, et al.*, Case No. STK-CV-UOE-2020-0009429  
22 (San Joaquin Cnty. Super. Ct.); (iii) Angel Barba, the plaintiff in *Barba v. Capstone Logistics, LLC,*  
23 *et al.*, Case No. RG21100895 (Alameda Cnty. Super. Ct.); (iv) Efren Cabanillas Ontiveros, the  
24 plaintiff in *Ontiveros v. Capstone Logistics LLC*, Case No. 5:23-CV-02216 (C.D. Cal.); (v) Maria  
25 Barrera, an individual who notified the Labor & Workforce Development Agency of alleged  
26 California Labor Code violations relative to her employment with Defendant in a letter dated  
27 November 2, 2023; and (vi) Antonia Vargas, an individual who notified the Labor & Workforce  
28 Development Agency of alleged California Labor Code violations relative to her employment with

1 Defendant in a letter dated November 2, 2023. The Parties agree to exclude these six individuals  
2 from the Settlement Class so that these individuals can continue to pursue their respective individual  
3 claims against Defendant and so that any order granting final approval of the Settlement will not  
4 serve to bar individual claims from being asserted against Defendant on an individual basis by any  
5 of these six individuals except as provided herein.

6 4. Cases such as this often include a claim for penalties under the Private Attorneys General  
7 Act (“PAGA”), which are distinct from class claims. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th  
8 73, 86-87 (2020) (“[A] representative action under PAGA is not a class action, [but rather one] on  
9 behalf of the government.”) (quotations omitted). This distinction is because “[p]laintiffs may bring  
10 a PAGA claim only as the state’s designated proxy, suing on behalf of all affected employees.” *Id.*  
11 (emphases in original); *see Viking River Cruises, Inc. v. Moriana*, 142 S. Ct. 1906, 1914 (2022)  
12 (explaining how California law characterizes PAGA as creating a “type of qui tam action” with the  
13 representative private plaintiff acting in place of the government) (*quoting Iskanian v. CLS Transp.*  
14 *Los Angeles, LLC*, 59 Cal. 4th 348, 382 (2014) (overruled on other grounds)). Because a PAGA  
15 claim is not “a collection of individual claims for relief” like a class action, *Canela v. Costco*  
16 *Wholesale Corp.*, 971 F.3d 845, 855 (9th Cir. 2020) (discussing the holding in the *Kim* case), PAGA  
17 claims “need not satisfy Rule 23 class certification requirements.” *Hamilton v. Wal-Mart Stores,*  
18 *Inc.*, 39 F.4th 575, 583 (9th Cir. 2022). However, like class action settlements, PAGA settlements  
19 must be approved by the court. Cal. Lab. Code § 2699(1)(2). Courts in this circuit apply “a Rule  
20 23-like standard,” asking whether the settlement of the PAGA claims is “fundamentally fair,  
21 reasonable, and adequate.” *See Haralson v. U.S. Aviation Servs. Corp.*, 383 F. Supp. 3d 959, 972  
22 (N.D. Cal. 2019).

23 5. Considering the factors set forth in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026  
24 (9th Cir. 1998) and Rule 23(e)(2), including the strength of the allegations set forth in Plaintiff’s  
25 Demand; the strength of Defendant’s defenses to those claims; the risk, expense, complexity, and  
26 likely duration of further litigation; the risk of obtaining and/or maintaining class action status  
27 throughout the litigation; the extent of discovery completed and the stage of the proceedings; the  
28 experience and views of counsel; the presence and/or absence of a governmental participant; and

1 the amount offered in settlement of the claims, the Arbitrator further finds that, for purposes of  
2 preliminary approval, the proposed Settlement Agreement is fair, reasonable, and adequate.

3 6. The Arbitrator finds preliminarily that the Settlement Agreement is the result of  
4 arms-length negotiations conducted after Class Counsel had adequately investigated the claims and  
5 become familiar with the strengths and weaknesses of the claims. The assistance of an experienced  
6 mediator in the settlement process supports the Arbitrator's conclusion that the proposed settlement  
7 is non-collusive.

8 7. As to the settlement of class claims, the Arbitrator finds on a preliminary basis that  
9 the Settlement is within the range of reasonableness of a settlement that ultimately could be given  
10 final approval by this Arbitrator. The Arbitrator further finds, on a preliminary basis, that the  
11 requested fees are not unreasonably high. No unclaimed funds revert to Defendant. The Arbitrator  
12 therefore finds on a preliminary basis that the proposed terms of the Settlement Agreement set forth  
13 in **Exhibit 1** to the Declaration of James M. Treglio are reasonable, and grants an Award regarding  
14 preliminary approval of the proposed Settlement.

15 8. As part of this Award, the Arbitrator also conditionally appoints Plaintiff Andrea  
16 Otanez Verdugo as Class Representative to represent the Settlement Class Members for settlement  
17 purposes only.

18 9. As part of this Award, the Arbitrator also conditionally appoints Mark D. Potter and  
19 James M. Treglio of Potter Handy, LLP as class counsel.

20 10. As part of this Award, the Arbitrator also appoints ILYM Group, Inc. as the  
21 Settlement Administrator and preliminarily approves the allocated Settlement Administration  
22 expenses. The Settlement Administrator will prepare a final version of the "Class Notice,"  
23 incorporating into it the relevant dates and deadlines set forth in this Order and the Settlement  
24 Agreement, and will carry out the notice procedures set forth in the Settlement Agreement.

25 11. As part of this Award, the Arbitrator also concludes that the Class Notice, at **Exhibit**  
26 **A** to the Settlement Agreement, as well as the procedure set forth in the Settlement Agreement for  
27 providing notice to the Settlement Class Members, will provide the best notice practicable under the  
28 facts and circumstances of this case. There is no alternative method of notice that would be more

1 practical or more likely to notify the Settlement Class. The Class Notice fairly, plainly, accurately,  
2 and reasonably informs the Settlement Class Members of: (a) the nature of the Action, the definition  
3 of the Settlement Class, the identity of Class Counsel, and the essential terms of the Settlement  
4 Agreement, including the plan of allocation; (b) Plaintiff and Class Counsel's applications for the  
5 Plaintiff's Class Representative enhancement reward and Class Counsel's request for attorneys' fees  
6 and litigation costs; (c) how to participate in and receive proceeds under the Settlement; (d) how to  
7 object to or request exclusion from the Settlement; (e) how to obtain additional information  
8 regarding the Action and the Settlement; and (f) the binding nature of the settlement for those who  
9 do not opt out. The Arbitrator thus finds that the notice requirements for class actions are satisfied.

10       12. To exclude himself or herself from the Settlement of Class Claims, a Settlement  
11 Class Member must submit a Request for Exclusion Form to the Claims Administrator. The Request  
12 for Exclusion Form should include the Settlement Class Member's full name (and former names, if  
13 any), current address, and current telephone number, and the Request for Exclusion Form must be  
14 signed and dated by the Settlement Class Member. All Requests for Exclusion must be postmarked  
15 within forty-five (45) calendar days from the first date of mailing or remailing (if applicable) of the  
16 Class Notice.

17       13. As part of this Award, the Arbitrator also finds that, upon final approval of the class  
18 portion of the Settlement, each member of the Settlement Class who did not submit a timely and  
19 valid Request for Exclusion shall be considered to have released forever Defendant, and each of its  
20 past, present, and future agents, employees, servants, officers, directors, business partners, clients,  
21 trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity  
22 sponsors, related companies/corporations, and/or partnerships, divisions, assigns, predecessors,  
23 successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated  
24 organizations, and all of their respective past, present and future employees, directors, officers,  
25 agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them  
26 (collectively, with Defendant, the "Released Parties"), from any and all claims that were asserted in  
27 the operative complaint filed in the Action or any claims that could have been asserted based on or  
28 arising out of the allegations or facts alleged, irrespective of the theory of recovery ("The Released

1 Claims"). This release shall apply to all Released Claims arising at any point prior to the end of the  
2 Class Period. Settlement Class Members who have not submitted a timely and valid Request for  
3 Exclusion may hereafter discover facts in addition to or different from those they now know or  
4 believe to be true; however, upon final approval, all Settlement Class Members who have not  
5 submitted a timely and valid Request for Exclusion Form shall be barred from pursuing against any  
6 of the Released Parties and shall be deemed to have, and by operation of the final judgment shall  
7 have, fully, finally, and forever settled and released any and all of the Released Claims, whether  
8 known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or  
9 heretofore have existed, without regard to the subsequent discovery or existence of such different  
10 or additional facts.

11 14. All Settlement Class Members who do not opt out of the Settlement by submitting a  
12 timely Request for Exclusion shall be bound by all determinations and judgments concerning the  
13 Settlement, whether favorable or unfavorable to the Settlement Class Members.

14 15. The Arbitrator also determines that Settlement Class Members who belong to the  
15 PAGA Representative Group, as defined in the Settlement Agreement, are not permitted to opt out  
16 of the settlement of PAGA claims in this Action.

17 16. Any Settlement Class Member who intends to object to final approval of the Class  
18 Settlement or Class Counsel's motion for fees and costs must submit an Objection to the Settlement  
19 Administrator postmarked no later than forty-five (45) days after the first date of mailing or  
20 remailing (if applicable) of the Notice of Class Action Settlement. The Objection must be in writing  
21 and must contain: (1) the name of this arbitration *Andrea Otanez Verdugo v. Capstone Logistics,*  
22 *LLC*; (2) the full name and current address of the Settlement Class Member making the Objection;  
23 and (3) the specific reason(s) for the Objection. Settlement Class Members who submit an  
24 Objection remain bound by this Agreement.

25 17. The Arbitrator also recognizes that Settlement Class Members who timely submit an  
26 Objection may be subject to deposition if Plaintiff or Defendant chooses to take their deposition and  
27 receives permission from the Arbitrator to do so. Any Settlement Class Member who timely submits  
28 an Objection and refuses to be available for deposition shall be deemed to have withdrawn his or

1 her Objection. Only Settlement Class Members who timely submit a valid Objection shall have the  
2 right to appear at the Final Approval Hearing, and may do so either in person or through counsel,  
3 but must state their intent to do so at the time they submit their written Objection. Settlement Class  
4 Members may withdraw their Objection at any time.

5 18. The Arbitrator also determines that Settlement Class Members who make an  
6 Objection that materially deviates from the manner specified in the Notice of Class Action  
7 Settlement shall be deemed to have waived their Objection and shall be foreclosed from opposing  
8 this Settlement or making any Objection, whether by appeal or otherwise, to this Agreement.

9 19. The Parties and Settlement Administrator are ordered to provide notice of the Class  
10 Settlement according to the terms of the Settlement Agreement and in conformity with this Order,  
11 including:

- 12 a) No more later than twenty-one (21) calendar days after entry of the order  
13 granting Preliminary Approval of the Class Settlement, and state court  
14 confirmation of the order granting Preliminary Approval of the Class  
15 Settlement, Defendant shall provide the Claims Administrator with the Class  
16 Members' Information for purposes of sending the Class Notice to the  
17 Settlement Class Members.
- 18 b) No more than twenty-one (21) calendar days after Defendant provides the  
19 Settlement Class data to the Settlement Administrator, the Settlement  
20 Administrator shall mail the Notice of Pendency of Class Action and  
21 Proposed Settlement (hereinafter the "Class Notice") to the Class Members  
22 at their last-known addresses provided by Defendant. This mailing shall be  
23 made via first class mail through the U.S. Postal Service. Prior to the mailing,  
24 the Settlement Administrator shall run the addresses provided through the  
25 U.S. Postal Service's National Change of Address database and update the  
26 last known addresses as necessary.
- 27 c) The Class Notice shall contain an easily understood statement alerting the  
28 Class Members that, unless they elect to opt-out of the Settlement, the Class

1 Member is releasing and waiving all Released Claims against Defendant and  
2 will be issued a check reflecting his or her Individual Settlement Amount  
3 following Final Approval of the Class Settlement

- 4 d) The Class Notice will inform the Settlement Class Members of their right to  
5 object to the Class Settlement and the procedure for doing so.
- 6 e) If any Class Notice mailed to any Settlement Class Member is returned as  
7 undeliverable, the Settlement Administrator shall send within three (3)  
8 business days via First Class U.S. Mail to the forwarding address affixed  
9 thereto. If no forwarding address is provided, the Settlement Administrator  
10 shall perform one skip trace only on returned mail and shall send a second  
11 notice mailing to a second address for anyone identified with a second  
12 address by the skip trace. Following this procedure, the Settlement  
13 Administrator shall perform a single re-mailing via First Class U.S. Mail  
14 within three (3) business days.
- 15 f) At least five (5) calendar days prior to the Final Approval Hearing for the  
16 Class Settlement, the Settlement Administrator shall provide a declaration of  
17 due diligence and proof of mailing with regard to mailing of the Notice of  
18 Class Action Settlement to Class Counsel and Defendant's Counsel, which  
19 they shall in turn provide to the Arbitrator.

20 20. The Arbitrator also finds that the PAGA Settlement contemplated by the Settlement  
21 Agreement falls within the range of reasonableness such that it will be granted approval by the  
22 Arbitrator. The Arbitrator notes that Plaintiff has provided notice of the settlement to the California  
23 Labor and Workforce Development Agency, thereby satisfying the requirements of the PAGA.  
24 PAGA claims and their settlement are fundamentally distinct from Rule 23 class claims. *See*  
25 *Hamilton*, 39 F.4th at 583 (“Rule 23 class actions and PAGA actions are so conceptually distinct  
26 that class action precepts generally have little salience for PAGA actions.”); *Canela*, 971 F.3d at  
27 852 (noting “the different remedial schemes that exist in Rule 23 class actions and PAGA suits”).  
28

1           21. Under the PAGA’s remedial scheme, civil penalties recovered are distributed  
2 between “the aggrieved employees” (25%) and the LWDA (75%). Cal. Lab. Code § 2699(i). Any  
3 settlement of PAGA claims must be approved by the court; and the proposed settlement must be  
4 sent to the LWDA alongside submission to the court. 5 Cal. Lab. Code § 2699(l)(2). Although  
5 courts do not evaluate the settlement of PAGA claims under the Rule 23 criteria, they must still  
6 inquire into the fairness of the PAGA settlement. “[I]n reviewing a settlement that includes both a  
7 Rule 23 class and a PAGA claim, the court must closely examine both aspects of the settlement.”  
8 *O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1133 (N.D. Cal. 2016). Based on the best  
9 guidance at hand, courts typically apply “a Rule 23-like standard” asking whether the settlement of  
10 the PAGA claims is “fundamentally fair, reasonable, and adequate.” *Haralson*, 383 F. Supp. 3d at  
11 972; *see also, e.g., Mondrian v. Trius Trucking, Inc.*, 2022 WL 2306963, at \*7 (E.D. Cal. June 27,  
12 2022) (noting lack of binding standard for approving PAGA settlements and adopting  
13 “fundamentally fair, reasonable, and adequate” standard based on LWDA’s O’Connor  
14 commentary).

15           22. “While a proposed settlement must be viewed as a whole, the [c]ourt must evaluate  
16 the adequacy of compensation to the class as well as the adequacy of the settlement in view of the  
17 purposes and policies of PAGA. In doing so, the court may apply a sliding scale.” *O’Connor*, 201  
18 F. Supp. 3d at 1134 (cleaned up). “For example, if the settlement for the Rule 23 class is robust, the  
19 purposes of PAGA may be concurrently fulfilled.” *Id.* Non-monetary relief provided through the  
20 settlement may also satisfy the PAGA’s interests in enforcement and deterrence. *Id.* at 1134-35.  
21 Conversely, in cases where a settlement provides “relatively modest” amounts in settlement of the  
22 class claims compared to their verdict value, and there is no non-monetary relief provided, the  
23 PAGA aspect of the settlement must stand on its own to “substantially vindicate” PAGA’s policy  
24 interests. *Id.* at 1135.

25           23. Here, the Settlement Agreement provides for \$40,000.00 in PAGA penalties, out of  
26 the gross settlement amount of \$1,400,000.00. Considering the other factors from Rule 23(e)(2),  
27 the court finds the PAGA portion of the settlement to be similarly fair and adequate for the PAGA  
28 members. *See, e.g., Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (noting the

1 trial court's discretionary authority to award lesser penalties where defendant exercised a good faith  
2 attempt to comply with the Labor Code and affirming the trial court's award of \$5 per violation).  
3 Given the uncertainties in the case and the robustness of the average individual payments to class  
4 members, the Arbitrator is persuaded that the PAGA's interests are satisfied in this situation.  
5 *O'Connor*, 201 F. Supp. 3d at 1134.

6 24. Given the costs, risks, and delay of any potential trial weigh in favor of settlement,  
7 and as the recovery in this action is well above approved settlements in other cases, this Arbitrator  
8 approves the PAGA Settlement. *See, e.g., Benitez v. Western Milling, LLC*, 2020 WL 309200, at  
9 \*8 (E.D. Cal. Jan. 21, 2020) (observing a recovery rate of 13% when PAGA penalties were  
10 included).

11 25. As part of this Award, the Arbitrator is granting approval of the PAGA portion of the  
12 Settlement. As defined in the Settlement Agreement, the PAGA members or "PAGA Representative  
13 Group" consists of all current and former employees who worked for Capstone within the State of  
14 California in a non-exempt position at any time during the Class Period. Upon approval and  
15 confirmation of this Order & Award by the Superior Court, each member of the PAGA  
16 Representative Group and the LWDA shall fully release and forever discharge the Released Parties  
17 from any and all PAGA claims that are asserted in, arise from, or reasonably relate to the factual  
18 allegations and legal assertions made in the operative complaint and amended PAGA notice  
19 irrespective of the theory of recovery. The PAGA Released Claims are PAGA claims that were  
20 asserted in the complaints filed in the Action or any PAGA claims that could have been asserted  
21 based on or arising out of the allegations or facts alleged, irrespective of the theory of recovery,  
22 including all PAGA claims for civil penalties relating to, based upon, or arising out of the Released  
23 Parties' alleged failure to pay all wages due, provide minimum wages or pay for all hours worked,  
24 failure to pay straight time, overtime, or double-time compensation, failure to properly calculate the  
25 regular rate of pay, failure to provide meal and/or rest breaks, failure to pay proper meal or rest  
26 period premiums, failure to keep accurate records, failure to provide and maintain accurate itemized  
27 wage statements, failure to keep accurate employee payroll records, failure to timely pay wages due  
28

1 during or at separation of employment, and failure to reimburse all business-related expenses  
2 (collectively, the “PAGA Released Claims”), against the Released Parties.

3       26. Upon approval and confirmation of this Order & Award by the Superior Court,  
4 Plaintiff, each member of the PAGA Representative Group, and the LWDA shall be forever barred  
5 from pursuing against the Released Parties and shall be deemed to have, and by operation of the  
6 final judgment shall have, fully, finally, and forever settled and released any and all of the PAGA  
7 Released Claims alleged or that could have been alleged in, or are reasonably related to, the Action,  
8 whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now  
9 exist, or heretofore have existed, without regard to the subsequent discovery or existence of different  
10 or additional facts. This release shall apply to all PAGA Released Claims arising at any point prior  
11 to the end of the Class Period.

12       27. As part of this Award, all proceedings and all litigation of the Action, other than  
13 those pertaining to the administration of the Settlement, are stayed pending the Final Approval  
14 Hearing on the class portion of the Settlement.

15       28. As part of this Award, pending the Arbitrator’s decision on final approval of the  
16 Class Settlement, entry of the Arbitrator’s Final Order approving the Class Settlement, and Superior  
17 Court confirmation of the Arbitrator’s Final Order approving the Class Settlement, the Named  
18 Plaintiff and all Settlement Class Members who do not timely submit valid Requests for Exclusion,  
19 and anyone acting on any of their behalf, shall be barred and enjoined from: (a) further litigation in  
20 this case; and (b) filing or taking any action directly or indirectly to commence, prosecute, pursue,  
21 or participate on an individual or class or collective action basis any action, claim, or proceeding  
22 against Defendant in any forum in which any of the claims released in the Settlement Agreement  
23 are asserted, or which in any way would prevent any such claims from being extinguished.

24       29. The preliminary approval of the Class Settlement, certification of the Settlement  
25 Class, and all actions associated with them, are undertaken on the condition that they shall be vacated  
26 if the Settlement Agreement is terminated or disapproved in whole or in part by the Arbitrator, or  
27 any state or appellate court, in which event the Settlement Agreement and the fact that it was entered  
28 into shall not be offered, received, or construed as an admission or as evidence for any purpose,

1 including but not limited to an admission by any Party of liability or non-liability or of the  
2 certifiability of a litigation class or the appropriateness of maintaining a representative action.

3 30. The Arbitrator will conduct a Final Approval Hearing for the Class Settlement on  
4 \_\_\_\_\_ at \_\_\_\_\_ a.m., where it will make a determination and issue, if appropriate, an Award  
5 as to: (i) whether the proposed Class Settlement is fair, reasonable, and adequate and should be  
6 finally approved by the Arbitrator; (ii) the amount of attorneys' fees and costs that should be  
7 awarded to Class Counsel; (iii) the amount of the enhancement award that the Plaintiff as Class  
8 Representative should receive; and (iv) Settlement Administration costs. The Arbitrator reserves  
9 the right to adjust the date of the Final Approval Hearing and related deadlines to the Settlement  
10 Class Members.

11 31. Plaintiff's Motion for Final Approval of the Class Settlement, and Class Counsel's  
12 motion for an award of attorneys' fees and costs, will also be filed and heard on or before the Final  
13 Approval Hearing.

14 32. In the event this Order & Award is not confirmed by the Superior Court, or the class  
15 portion of the Settlement is not finally approved by the Arbitrator or confirmed by the Superior  
16 Court, or the Settlement otherwise does not become effective in accordance with the terms of the  
17 Settlement Agreement, the applicable portions of this Order & Award shall be rendered null and  
18 void and shall be vacated in whole or part, and the Parties shall revert to their respective positions  
19 as of before entering into the Settlement Agreement. Any such action pertaining only to the class  
20 portion of the Settlement will not impact approval of the PAGA portion of the Settlement. The  
21 Arbitrator's findings are for purposes of certifying a settlement class and to settle the matter and  
22 will not have any claim or issue preclusion or estoppel effect in any other action against Defendant,  
23 or in this action if the Settlement is not finally approved.

24  
25 **AS PART OF THIS AWARD, IT IS SO ORDERED.**

26  
27 DATED: April 8, 2024

28   
HUNTER H. HUGHES, ESQ.