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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE
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11 BRIANA ARREOLA, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.
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16 FLEET SERVICES, INC., a California
17 Corporation; DICK VAN ECK, an
18 individual; and DOES 1 through 20,
inclusive;

19 Defendants.
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Case No.: 30-2023-01316151-CU-OE-CXC
*[Assigned to Hon. Lon F. Hurwitz, Dept
CX103, for all purposes]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL AND:**

- (1) CONDITIONALLY CERTIFYING
THE CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- (2) ORDERING THE DISTRIBUTION
OF THE NOTICE PACKET TO
THE CLASS; AND**
- (3) SETTING A FINAL FAIRNESS
HEARING FOR FINAL APPROVAL
OF THE SETTLEMENT**

Complaint Filed: March 30, 2023

1 Having considered the Class Action and Private Attorneys General Act of 2004
2 (“PAGA”) Representative Action Settlement Agreement and Release of Claims (“Settlement
3 Agreement”), the Memorandum of Points and Authorities in Support of the Motion for
4 Preliminary Approval of Class Action Settlement, all documents and legal authorities in support
5 thereof, and for good cause appearing therefor, IT IS HEREBY ORDERED:

6 1. The Court grants preliminary approval of the Settlement based upon the terms set
7 forth in the Settlement Agreement (See Exhibit A to the Declaration of Brian Mankin ISO
8 Motion for Preliminary Approval, filed on September 13, 2024) between Plaintiff Briana Arreola
9 (“Plaintiff”) and Defendants Fleet Services, Inc. (“Fleet Services”) and Dick Van Eck (“Mr. Van
10 Eck”) (collectively, “Defendants”) (Plaintiff and Defendants collectively, the “Parties”). The
11 Settlement appears to be fair, adequate, and reasonable to the Class. Based on a review of the
12 papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms-length
13 negotiations conducted after Class Counsel had adequately investigated the claims and become
14 familiar with the strengths and weaknesses of the claims. The assistance of an experienced
15 mediator in the settlement process supports the Court’s conclusion that the Settlement is non-
16 collusive.

17 2. For settlement purposes only, the Court conditionally certifies the following
18 Class:

19 All current and former nonexempt (hourly paid) employees employed by Fleet
20 Services, Inc. in California during the Class Period of March 30, 2019, through
21 April 20, 2024.

22 3. As set forth in the Settlement Agreement, Aggrieved Employees includes:
23 “current and former nonexempt (hourly paid) employees employed by Fleet Services, Inc. in
24 California during the PAGA Period of March 30, 2022, through April 20, 2024.” Under the
25 Settlement, \$27,500 will be allocated to the PAGA Claims to pay to the Labor and Workforce
26 Development Agency (“LWDA”) in connection with the PAGA, as well as the Individual
27 PAGA Payment allocated to each Aggrieved Employee. Of this amount, \$20,625 (75%) will be
28 used to pay the LWDA in satisfaction of the PAGA Claims, and the remaining \$6,875 (25%)

1 will be paid to Aggrieved Employees on a pro rata basis according to the number of Weeks
2 Worked during the PAGA Period. Any Aggrieved Employee who timely requests exclusion
3 from the Settlement will still receive a share of PAGA Penalties and be bound by the Released
4 PAGA Claims.

5 4. The Court has determined that sufficient evidence has been presented to grant
6 preliminary approval of the Settlement Agreement, as the terms appear to be presumptively
7 valid, proper, and fall within the range of a fair, reasonable, and adequate settlement, subject to a
8 final determination at the Final Approval Hearing.

9 5. For settlement purposes only, Plaintiff is appointed as the Class Representative,
10 and Brian Mankin and Misty Lauby of Lauby Mankin Lauby LLP are appointed as Class
11 Counsel.

12 6. The Court approves, as to form and content, the Notice Packet (attached hereto as
13 Exhibit "A" which consists of the Class Notice, Exclusion Form, and Objection Form) and finds
14 that the Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and
15 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final approval hearing
16 date, the proposed settlement terms, and their options, including: (1) the nature of the action, the
17 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
18 (2) Class Counsel's request for attorneys' fees and litigation costs; (3) a formula used to
19 determine a Class Member's estimated payment; (4) Class Members' rights to appear through
20 counsel if they desire; (5) how to object to the Settlement or submit a request to opt-out of the
21 Released Class Claims if a Class Member wishes to do so; and (6) how to obtain additional
22 information regarding the action and the Settlement. Counsel for the Parties are authorized to
23 correct any typographical errors in the Settlement and make clarifications, to the extent the same
24 are found or needed, so long as such corrections do not materially alter the substance of the
25 documents.

26 7. The Court approves the procedure for Class Members to participate in, request
27 exclusion from, or object to the Released Class Claims, and preserve appeal rights as set forth in
28 the Settlement Agreement and the Class Notice. Class Members who wish to request exclusion

1 or object to the Settlement of the Released Class Claims are directed to mail the Exclusion Form
2 or Objection Form to the Administrator (and not to the Court) within the time periods set forth in
3 the Class Notice. Alternatively, a Class Member may object at the final approval hearing.

4 8. The Court approves ILYM Group to act as the Settlement Administrator, who is
5 directed to fulfill all of the duties and services set forth in the Settlement Agreement and this
6 Order.

7 9. The Court finds that the deadlines and method set forth in the Settlement
8 Agreement for the mailing of the Notice and related forms described herein meet the
9 requirements of due process, provide the best notice practicable under the circumstances,
10 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the
11 requirements of California law.

12 10. Defendants are directed to provide the Settlement Administrator, not later than
13 twenty (20) days after the Preliminary Approval Date, an electronic database containing the
14 Class Data, as set forth in the Settlement Agreement.

15 11. The Court directs the Settlement Administrator to calculate the number of Weeks
16 Worked for each Class Member and Aggrieved Employee, perform address verification
17 measures, and mail the Class Notice in English and Spanish by first class mail to the Class
18 Members within 10 days of receipt of the Class Data and to otherwise carry out the Settlement
19 according to the terms of the Settlement Agreement and in conformity with this Order. The
20 Parties are also ordered to carry out the Settlement according to the terms of the Settlement
21 Agreement.

22 12. All Class Members shall be deemed to participate in the Settlement, although any
23 Class Member who wishes to comment on or object to the Settlement as to the Released Class
24 Claims or who elects not to participate in the Settlement as to the Released Class Claims has
25 until forty-five (45) days (i.e., the "Response Deadline") after the mailing of the Class Notice to
26 submit their objection or Request for Exclusion from the Class Claims, pursuant to the
27 procedures set forth in the Class Notice, or in the case of re-mailed notices, sixty (60) days from
28 the date the original Notice is mailed.

1 13. The Court approves the handling of unclaimed funds set forth in the Settlement
2 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
3 result of a failure to timely cash a settlement check shall be issued to the State Controller's
4 Office in the name of the Class Member and/or Aggrieved Employee, as set forth in the
5 Settlement Agreement.

6 14. The following dates shall govern for purposes of this settlement:

7 30 days after Preliminary Approval is 8 granted/ordered.	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
9 45 days after mailing of Class Notice; 10 and 60 days after initial mailing of 11 Class Notice for re-mailed Class Notices	Deadline for Class Members to mail Requests for Exclusion, Objections to the Settlement, as well as dispute their Weeks Worked.
12 16 court days before Final Approval 13 Hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs, and service payments.
14 9 court days before Final Approval 15 Hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the Settlement.
16 5 court days before Final Approval 17 Hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
18 Approximately 130 days after 19 Preliminary Approval is granted/ordered	Final Approval Hearing.
20 30 days after Effective Date	Defendants to fund the Gross Settlement Amount

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22 15. A final approval hearing shall be held in this Court on _____, 2025,
23 at _____ a.m./p.m. to determine (1) whether the proposed settlement is fair, reasonable, and
24 adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs
25 to award to Class Counsel; and (3) the amount of the service awards awarded to the Class
26 Representative.

27 16. Upon final approval, participating Class Members and Aggrieved Employees will
28 be bound by the terms and conditions of the Settlement Agreement, the final Order/Judgment,

1 and the releases set forth therein; and, except as otherwise provided herein and in the Settlement
2 Agreement, will be deemed to have waived all objections and oppositions to the fairness,
3 reasonableness, and adequacy of the Settlement.

4 17. Neither this Order, the Settlement Agreement, nor any document referred to
5 therein, nor any action taken to carry out the Settlement embodied in the Settlement Agreement
6 may be construed as, or may be used as an admission by or against Defendants or any of the
7 other Released Parties (as that term is defined in the Settlement Agreement) of any fault,
8 wrongdoing, or liability whatsoever.

9 18. The Court may, for good cause shown, extend any of the deadlines set forth in
10 this Order. If any Class Member submits an objection to the Settlement and the Final Approval
11 Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give
12 notice of the new hearing date to the objecting party; and

13 19. In the event that the Settlement Agreement does not receive final approval or the
14 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
15 shall be vacated.

16
17 Date: _____

18 Hon. Lon F. Hurwitz
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EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Briana Arreola v. Fleet Services, Inc., et al.

(Orange County Superior Court, Case No. 30-2023-01316151-CU-OE-CXC)

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

A class and representative action settlement has been reached by the parties to a lawsuit involving wage and hour claims. The settlement covers all current and former nonexempt (hourly paid) employees employed by Defendant Fleet Services, Inc. (“Fleet Services”) in California (the “Class Members”) at any time from March 30, 2019 through April 20, 2024 (the “Class Period”). The settlement resolves a class and representative action lawsuit filed in Orange County Superior Court, entitled *Briana Arreola v. Fleet Services, Inc., et al.* (“the Action”). Plaintiff and Class Representative Briana Arreola (“Plaintiff”) alleges that Fleet Services failed to: pay all wages due during employment, including minimum and overtime wages; provide compliant meal and rest periods or premium compensation in lieu thereof; timely and properly pay final wages upon separation of employment; and issue accurate and complete wage statements. Plaintiff also brings a claim for civil penalties under the California Private Attorneys’ General Act of 2004 (“PAGA”) on behalf of all current and former nonexempt (hourly paid) employees employed by Fleet Services in California during the PAGA Period of March 30, 2022, through April 20, 2024 (the “Aggrieved Employees”).

Fleet Services and its owner Dick Van Eck (collectively referred to as “Defendants”) deny liability for all claims and contend that its policies and practices comply with the law. The Settlement avoids the costs and risks of continuing the Action; pays money to employees; and releases Defendants from liability from the claims that were or could have been asserted in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to the Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records and the Parties’ current assumptions, the number of Workweeks you are credited with working during the Class Period and/or PAGA Period according to Defendants’ records are shown in the chart below. The settlement amount you may receive will depend on several factors. (If no weeks worked are stated for the PAGA Period, then according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

[CLASS MEMBER NAME] **[ID/CONTROL NUMBER]**

Two Parts	Weeks Worked During: Class Period and PAGA Period (If Applicable)	Your Estimated Share(s)
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

If you believe that you worked a different number of weeks during either period than Defendants’ records show in the chart above, you can submit a dispute by **DATE**, 2024 (“**Response Deadline**”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood this Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff as

a Service Payment and to Plaintiff's attorneys ("Class Counsel") for their requested attorneys' fees and costs. If the Settlement is approved, the Court will enter an order and judgment that requires Defendants to make payments under the Settlement and bars Class Members and Aggrieved Employees from asserting certain claims against Defendant as described in Question 3 below.

Based on Defendants' records showing that you worked for Defendants during the Class Period and/or PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT IF THE SETTLEMENT IS APPROVED	To receive a cash payment from the Settlement, no further action is required on your part. If you do nothing and the Court approves the Settlement, you will be mailed a settlement payment and you will release certain claims. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do <u>not</u> wish to participate in the Settlement of Class Claims, you may "opt-out" of the settlement of the Class Claims. You may not opt-out of the settlement of the PAGA claims. If you choose to opt-out of the Settlement of Class Claims, you must submit a Request for Exclusion Form by [REDACTED], 2024 (see Section 6 for more details on how to opt-out). If you opt-out, you cannot object to the Class Settlement, and you will receive no money from the Class Settlement, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations. If you are an Aggrieved Employee, you will be paid a share of the PAGA Payment and will be bound by the PAGA Release, as detailed below.
OBJECT TO THE SETTLEMENT	If you object to the Settlement of Class Claims, you may submit an Objection Form stating why you object to the Settlement by [REDACTED], 2024. You may also orally object at the Final Approval Hearing (see Section 7 for details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of Workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to dispute your credited Weeks Worked). Defendants' records will be presumed to be correct, but you may provide evidence to the Administrator showing how many Workweeks you believe that you should be credited, and the Court will render a final decision.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT IS NOT EXPECTED OR REQUIRED	
DATE: [REDACTED], 2024 TIME: [REDACTED]	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You do not have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Class Members can object to the Settlement prior to or at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Fleet Services. On March 30, 2023, Plaintiff filed the class and representative Action against Defendants, which alleges the following violations of the California Labor Code: (1) failure to pay minimum wages, (2) failure to pay overtime wages; (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. Based on

the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys' General Act of 2004 (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

In preliminarily approving the Settlement, the Court did not make any determination in favor of Plaintiff or Defendants. There has been no decision on the merits or a trial. Instead, both sides conducted investigations and analysis of the facts and applicable law, and hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations and strongly dispute Plaintiff's claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$275,000.00 as the Settlement Amount. Defendants have agreed upon final approval of the Settlement to deposit the Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Settlement Amount within thirty (30) days after the Judgment becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if any Participating Class Member objects to the proposed Settlement or the Judgment is appealed.

2. Court Approved Payments from the Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following payments from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to one-third of the Settlement Amount to Class Counsel for attorneys' fees (\$91,666.67) and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 to the Class Representative as a Service Payment for filing the Action, working with Class Counsel, and representing the Class Members and Aggrieved Employees. The Class Representative's Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment.
- C. Up to \$7,950.00 to the Administrator for services administering the Settlement.
- D. Up to \$27,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments to all Aggrieved Employees, which will be divided based on their share of Weeks Worked during the PAGA Period.

3. Net Settlement Distributed to Class Members. After subtracting the above payments in amounts approved by the Court, the Administrator will distribute the remaining funds (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay the employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash the check(s) by the void date, your check(s) will be automatically cancelled, and the monies will be deposited with the California State Controller’s Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, no later than the Response Deadline. See Section 6 of this Notice for details on how to opt-out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Request for Exclusion Forms and Objection Forms (if any). The Administrator will also decide any disputes over Weeks Worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendants have paid the Settlement Amount, Participating Class Members will release the Released Parties of the Released Class Claims, which means the Class Claims stated in the operative Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to reimburse business expenses; (6) failure to pay vested vacation; (7) failure to timely pay final wages (including, but not limited to, unpaid sick pay); (8) failure to provide accurate itemized wage statements; and (9) unfair and unlawful competition (“Released Class Claims”). The time period governing the Released Class Claims shall be the Class Period.

As used herein, “Released Parties” means Defendants, together with their owners, officers, directors, employees, attorneys, and agents.

10. Release of Released PAGA Claims. After the Judgment is final and Defendants have paid the Settlement Amount, Plaintiff, the State of California, and the Aggrieved Employees shall release the Released Parties of the Released PAGA Claims, which means the PAGA Claims based on the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in the operative Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to reimburse business expenses; (6) failure to pay vested vacation; (7) failure to pay wages each pay period; (8) failure to timely pay wages upon separation of employment (including, but not limited to, unpaid sick

pay); (9) failure to provide accurate itemized wage statements; and (10) all other claims for civil penalties recoverable under the PAGA based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.

4. HOW IS MY SETTLEMENT PAYMENT CALCULATED?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,875.00 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and/or PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED], 2024 ("Response Deadline") to dispute the number of Workweeks credited to you by submitting evidence to the Administrator.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Weeks Worked based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek disputes based on your submission and on input from Class Counsel and Defendants' Counsel, but the Court will have the right to review any initial decision made by the Administrator along with the evidence submitted. You cannot appeal or otherwise challenge the Court's final decision.

5. HOW AND WHEN WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. Defendants have agreed to fund the Settlement Amount approximately thirty (30) days after the judgment is final. Upon receipt of the funds, the Administrator will send, by U.S. mail, a check to every Participating Class Member and Aggrieved Employee approximately ten (10) days after receipt of payment.

2. Aggrieved Employees Only. If you opted out of the Class Settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, one check containing your Individual PAGA Payment.

3. Individual payments will be mailed to Participating Class Members and Aggrieved Employees only if the Court grants Final Approval of the Settlement and Defendants timely fund the Settlement Amount. The dates above are estimates; the dates after the Final Approval Hearing on which the above actions will take place will depend on several factors, including whether any Class Member objects to the Settlement or appeals the Court's Final Approval.

Your check(s) will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself from the Class Settlement by completing and mailing to the Administrator the enclosed Request for Exclusion Form, postmarked no later than [REDACTED], 2024.

Any Class Member who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under the Class Settlement, including the right to object to, appeal, or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims; and (4) will not be

bound by this Settlement, or the Judgment, except as to the release of PAGA claims in which case you remain eligible to receive a PAGA payment even if you opt-out.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments even if they opt-out of the Class Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED], 2024 (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection on the enclosed Objection Form, and should include the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection should include the name and address of your attorney. The objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2024.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become final even if you object to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be prepared to inform the Court to what you object, why you object, and any facts that support your objection(s). See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2024, at _____ a.m./p.m., the Court will hold a public hearing in Department CX103 of the Civil Complex Center for the Superior Court for the State of California, County of Orange, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payment to the LWDA, and whether to approve Plaintiff’s request for the Service Payment. This hearing may be continued or rescheduled by the Court without further notice to you other than by you checking the Court’s docket. If you do not object to the proposed Settlement, you can, but do not need to, appear at the hearing and do not need to take any other action. Class Counsel will answer any questions the Judge may have.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to opt-out or object, or the Settlement, or if you did not receive this Notice in the mail but obtained it through other means and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail.

Settlement Administrator
Name
Mailing Address
Telephone Number
Case Website

For your convenience, the Administrator has uploaded key case documents (including the operative Complaint, PAGA Notice letter to the LWDA, Settlement Agreement and Amendment thereto, the Class Notice Packet, and Orders granting Preliminary Approval, Final Approval, and the Judgment) for this case to the following website: [INSERT URL HERE](#). The website will be active for at least 180 days. Should you desire any additional information, or if you wish to communicate directly with Class Counsel or Defendants' Counsel, you may contact them at the contact information noted here:

Class Counsel	Defendants' Counsel
Brian Mankin <i>brian@LMLfirm.com</i> Misty Lauby, Esq. <i>misty@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Shannon R. Finley, Esq. <i>sfinley@pettitkohn.com</i> Jessica C. O'Malley, Esq. <i>jomalley@pettitkohn.com</i> Pettit Kohn Ingrassia Lutz & Dolin PC 11622 El Camino Real, Suite 300 San Diego, CA 92130 Tel: (858) 755-8500

You may also seek advice from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is posted on the Administrator's website (above), as well as on file with the Court and attached to the [Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement](#) filed on [\[REDACTED\]](#), 2024 and which is available to be inspected at any time during regular business hours at the Office of the Clerk, Orange County Superior Court, at 700 Civic Center Drive West, Santa Ana, CA 92701.

**DO NOT WRITE OR TELEPHONE THE SUPERIOR COURT
TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

10. WHAT IF I DO NOT GET OR LOSE MY SETTLEMENT CHECK(S)?

The settlement check(s) will automatically expire 180 days after the check(s) is mailed. If you do not receive or do not cash any check, you may contact the Administrator to request that the check(s) be reissued so long as more than 180 days from the mailing of the third check has not passed. For any payments that are not cashed within 180 days of the third and final payment, the payment will be void and a stop-payment will be issued on any outstanding checks, and the Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the recipient. Contact the California State Controller's Office for information on how to claim uncashed funds.

11. WHAT IF MY ADDRESS HAS CHANGED?

To ensure that you receive your check, you should immediately notify the Administrator if you have moved or otherwise changed your mailing address.

OBJECTION FORM

Briana Arreola v. Fleet Services, Inc., et al.

Orange County Superior Court, Case No. 30-2023-01316151-CU-OE-CXC

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE SECOND PAGE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Briana Arreola v. Fleet Services, Inc., et al.* (Orange County Superior Court, Case No. 30-2023-01316151-CU-OE-CXC) on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2024
[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT OBJECTION DEADLINE]:

<u>Settlement Administrator:</u>
Name Mailing Address Telephone Number

REQUEST FOR EXCLUSION FORM

Briana Arreola v. Fleet Services, Inc., et al.

Orange County Superior Court, Case No. 30-2023-01316151-CU-OE-CXC

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE, AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Briana Arreola v. Fleet Services, Inc., et al.* (Orange County Superior Court Case No. 30-2023-01316151-CU-OE-CXC). I understand that, by excluding myself from the settlement, I will not receive any money from the settlement other than an Individual Private Attorneys' General Act of 2004 ("PAGA") Payment if I qualify as an Aggrieved Employee (see first page of the Court Approved Notice of Class Action Settlement).

Signed on _____, 2024

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name

Mailing Address

Telephone Number