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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SHASTA

RYAN MIDDLEBROOKS, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

FLEETPRIDE, INC., an Alabama
corporation; and DOES 1 through 50,
inclusive,

Defendants

Case No. 23CV-0202247

(Assigned to the Hon. Stephen H. Baker, Dept. 64)

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 9, 2024

Time: 8:30 A.M.

Dept.: 64

Action Filed: May 16, 2023

Trial Date: November 5, 2024

1 Plaintiff Ryan Middlebrooks' ("Plaintiff" or "Class Representative") application for an
2 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement was filed
3 with the Court on August 9, 2024, and a hearing was held before this Court on September 9,
4 2024.

5 The Court has considered the Joint Stipulation Re: Class Action and Representative
6 Action Settlement ("Settlement," "Agreement," or "Settlement Agreement") and all other papers
7 filed in this action.

8 Ryan Middlebrooks brought this wage and hour class action and Private Attorneys
9 General Act ("PAGA") matter against Defendant FleetPride, Inc. The parties have settled the
10 matter for a total of \$315,000 and seek preliminary approval by the Court.

11 The law favors the settlement of lawsuits, particularly in complex litigation, where they
12 save time and resources. *Neary v. Regents of the University of California* (1992) 3 Cal. 4th 273,
13 277-281 (superseded by statute on other grounds). However, courts cannot automatically and
14 instantly approve a proposed settlement or dismiss a class action suit, even if the representative
15 plaintiff and defendant have agreed on the terms of such settlement or dismissal. In a class
16 action, the trial court has a duty to adequately protect the members of the class. *Bingham v.*
17 *Obledo* (1983) 147 Cal. App. 3d 401, 406. Courts have long recognized that a class action may
18 deprive an absent class member of the opportunity to independently press their claim, preclude a
19 defendant from defending each individual claim to its fullest, and even deprive a litigant of a
20 constitutional right. As such, a settlement or compromise of an entire class action, or a cause of
21 action in a class action, or as to a party, requires the approval of the court after hearing. CRC
22 3.769(a). This takes two steps: (1) a preliminary review by the trial court, and (2) a final review
23 after notice has been distributed to the class members.

24 The fundamental question for a preliminary review is whether the settlement is fair,
25 adequate and reasonable. The purpose of this requirement is the protection of those class
26 members, including the named plaintiffs, whose rights may not have been given due regard by
27 the negotiating parties. *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801. The trial
28 court has broad discretion to determine whether the settlement is fair. It should consider relevant

factors, such as: (1) the strength of plaintiff's case; (2) the risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement. The list of factors is not exhaustive and should be tailored to each case. *Id.*

The burden is on the proponent of the settlement to show that it is fair and reasonable. However, a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 225 (disapproved on other grounds by *Hernandez v. Restoration Hardware* (2018) 4 Cal. 5th 260)

Class Certification and Approval of Class Representative. A class action may be maintained "when the question is one of common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court." CCP § 382. "The 'community of interest' requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal. 4th 554, 575. The proposed class is defined as "all persons who were employed by FleetPride, Inc. in California in an hourly, non-exempt position and who were paid overtime and/or doubletime wages at any time during the Class Period." The Class Period is May 8, 2022 through September 15, 2023. The PAGA period is the same.

Here, there appears to be a community of interest. There are common questions of law and fact because the proposed class members all worked for the same employer and were subject to the same employment practices and policies and same wage and hour laws. Each class member would have received a wage statement that Plaintiff maintains did not accurately reflect hours worked.

The class was readily identified through employment records and stands currently at

1 approximately 280 individuals. The class members have a representative who appears to be
2 similarly situated as former employee of Defendant during the class period and within the class
3 member designation. Counsel has provided evidence that there are no conflicts and Plaintiff's
4 claims are typical of the class. The Court certifies the class for the purpose of settlement and
5 confirms Ryan Middlebrooks as the class representative.

6 Approval of Class Counsel. Plaintiff's counsel has demonstrated their experience and
7 familiarity with class action cases, including employment and wage-and-hour disputes.
8 Plaintiff's counsel has provided evidence that the firms are well versed in class actions,
9 particularly of this nature, and have the competence to be appointed as Class Counsel. The Court
10 appoints Larry W. Lee, Max W. Gavron, and Kwanporn "Mai" Tulyathan of Diversity Law
11 Group and William L. Marder of Polaris Law Group as Class Counsel.

12 Approval of Settlement Administrator. The parties propose Phoenix Settlement
13 Administrator as the settlement admonitor in this matter. While counsel did not provide a
14 declaration from any employee of Phoenix Settlement Administrators, the Court is familiar with
15 Phoenix Settlement Administrator and approves Phoenix Settlement Administrators to act as the
16 Settlement Administrator in this matter.

17 Fairness of Settlement and Plan of Allocation. Preliminary approval of a class action
18 settlement constitutes a conditional finding that the settlement appears to be in the range of
19 acceptable settlements. The Court has broad discretion to determine whether the settlement is
20 fair. *Dunk v. Ford Motor Company*, supra, 48 Cal. App. 4th at 1801. As noted above, factors
21 relevant to the court's determination include, but are not limited to, the strength of plaintiffs'
22 case, the risk, expense, complexity and likely duration of further litigation, the risk of
23 maintaining class action status through trial, the amount offered in settlement, the extent of
24 discovery completed and the stage of the proceedings, and the experience and views of counsel.
25 *Id.* There is a presumption of fairness where: (1) the settlement is reached through arm's-length
26 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
27 intelligently; and (3) counsel is experienced in similar litigation. *Id.* at 1802.

28 The settlement here was the result of arm's-length bargaining following mediation with

an experienced mediator. Plaintiff's counsel declared that the parties have exchanged extensive discovery. The Declaration of Max. W. Gavron provides that the maximum possible recovery in this matter is \$1,833,300.00 but also provides the reasoning behind the \$315,000.00 settlement. The settlement takes into account the possibility that the class would not be certified, the inherent risk and costs associated with litigation, that arbitration agreements and class action waivers signed by a large proportion of the putative class, and the possibility that the Court would not award a maximum penalty on the PAGA claim. Settling avoids the added costs of litigation to certify the class and to try the matter. It also avoids the possibility that putative class members will have no recovery at all. The Court finds the settlement of \$315,000.00 to be fair, adequate, and reasonable.

Within the settlement, various fees and costs are apportioned prior to the net settlement amount, which is distributed to class members. The overall proposed breakdown of the settlement is as follows:

Total Settlement Amount	\$315,000.00
Proposed Attorneys' Fees (35%)	-\$110,250.00
Litigation Costs and Expenses (up to)	-\$15,000.00
Settlement Administration Costs (up to)	-\$8,500.00
Proposed Class Representative Enhancement	-\$10,000.00
PAGA Claim Settlement Allocation	-\$30,000.00
Payment to Labor and Workforce Development Agency (LWDA) (75%)	(\$22,500.00)
Payment to Aggrieved Employees (25%)	(\$7,500.00)
Settlement Monies Remaining to be Disbursed to Class Members	\$141,250.00

Attorneys' Fees and Costs: Counsel seeks up to 35% in attorneys' fees and up to \$15,000.00 in litigation costs. Counsel has provided evidence of their expertise in the area, the risk of taking the case given that no payment is provided until settlement, and efforts put forth to prosecute the case. The Court will not approve the amount of attorneys' fees until the final approval hearing. The court cannot award attorneys' fees without reviewing information about counsel's hourly rate and the time spent on the case. This is the law even if the parties have

1 agreed to the fees. *Robbins v. Alibrandi* (2005) 127 Cal. App. 4th 438, 450-451. At the time of
2 the final approval hearing, the Court will review the evidence provided by Class Counsel. In
3 addition to the hourly rate and hours spent on the case, Class Counsel should provide admissible
4 evidence supporting the hourly fee requested including, if applicable, whether Class Counsel
5 charges fee-paying clients the same rates. The Court will likewise not approve final costs until
6 the final hearing as that is when Counsel can provide evidence of the specific costs incurred as
7 part of this litigation.

8 *Enhancement Award:* The settlement provides for an enhancement award of \$10,000.00
9 to the named Plaintiff Ryan Middlebrooks as the Class Representative. The Court will not
10 approve the amount of the Plaintiff's enhancement award until the final approval hearing. With
11 the final approval motion, Plaintiff should provide admissible evidence to support the request,
12 e.g. the number of hours of service provided, the nature of the work performed, the risks Plaintiff
13 faced in prosecuting this lawsuit, including any actual retaliation, and/or other evidence
14 demonstrating the need for an incentive payment. See *Clark v. American Residential Services,*
15 *LLC* (2009) 175 Cal. App. 4th 785, 804-807. Plaintiff should also provide information regarding
16 how the proposed service award relates to his anticipated individual settlement award and the
17 average expected individual settlement awards for class members.

18 *Settlement Administration Costs:* Settlement administration costs have been requested in
19 an amount up to \$8,500.00. The Court notes that the Joint Stipulation, in Item 8.A., allows an
20 increase in settlement administration costs to reduce the net settlement amount. As the Class
21 Notice provides notice of settlement administration costs not to exceed \$8,500.00, Item 8.A.
22 deprives the class members of notice and an opportunity to be heard on the potential increase in
23 settlement administration costs. If Class Counsel believes that it is possible that the settlement
24 administration costs will exceed \$8,500.00, this should be built into the notice. Following oral
25 argument, the Court finds that the utilizing \$8,500.00 as a "not-to-exceed" amount is appropriate.

26 *PAGA:* Under the Private Attorney General Act, private parties can assert claims for
27 penalties that otherwise can be recovered only by the Labor and Workforce Development
28 Agency ("LWDA"). Labor Code 2699(a). See also *Dunlap v. Superior Court* (2006) 142 Cal.

1 App. 4th 330, 336. An employee who, through the PAGA, asserts a claim for civil penalties on
2 behalf of the LWDA is acting as an agent of the LWDA. This is evident from the requirement
3 that before initiating a PAGA claim, an employee must provide notice to the LWDA per Labor
4 Code 2699.3(a), and the requirement that that 75% of any recovered civil penalties must be
5 distributed to the LWDA, Labor Code 2699(i). In settling the LWDA's claims, Class Counsel are
6 settling and releasing claims for penalties that belong to the People of the State of California
7 acting through the LWDA. A settlement of LWDA claims should, therefore, provide a
8 reasonable benefit to the state for the settlement of the released claims. The reasonable benefit
9 may be based on the potential value of the recoverable civil penalties discounted by the risk and
10 expense of litigation. In *Nordstrom Com' Cases* (2010) 186 Cal. App. 4th 576, 589, the Court of
11 Appeal held that the Court can approve a settlement even when no money is allocated to the
12 PAGA claims. The Declaration of Max W. Gavron provides evidence that the LWDA was
13 notified of the settlement at the time the motion was filed and how the PAGA portion of the
14 settlement was determined. The Court notes that no objection was received from the LWDA. The
15 Court finds that the \$30,000.00 PAGA portion of the settlement is reasonable and confers a
16 substantial benefit on both the State of California and aggrieved employees.

17 Notice and Notice Procedure. Plaintiff requests approval of Class Notice attached as
18 Exhibit A to Exhibit A of the Declaration of Max W. Gavron. If a class notice is to be effective,
19 "members of the class must receive the best notice practicable under the circumstances,
20 including individual notice to all members who can be identified through reasonable effort."
21 *Home Sav. & Loan Ass'n v. Sup. Ct.* (1975) 42 Cal. App. 3d 1006, 1012, citing Fed. R. Civ. P.
22 23(b)(2). The standard in California is whether the notice "has a reasonable chance of reaching a
23 substantial percentage of class members." *Wershba v. Apple Computer* (2001) 91 Cal. App. 4th
24 224, 251. The Court notes the following issues with the Class Notice that will need to be
25 corrected prior to mailing:

- 26 • Objection to the Class Settlement box – the correct department for the Final
27 Approval Hearing is Department 64. The correct address is 1515 Court Street.
28 This also needs to be corrected in the following paragraph that starts with "The

Final Approval Hearing on the adequacy...”

- Distribution to Class members, second paragraph – the last four of the individual’s social security number should not be required.
- Option 2 – *Opt Out of the Settlement* - the last four of the individual’s social security number should not be required.
- Option 3 – *Submit an Objection to the Settlement* - the last four of the individual’s social security number should not be required.
- Final Approval Hearing – correct the department and address.
- CLASS COUNSEL – William L. Marder of Polaris Law Group should be listed alongside counsel from Diversity Law Group.
- Last paragraph of Page 5 – correct the address. Remove the sentence about obtaining documents through the Court’s website. While a listing of documents is available, the actual documents are not viewable online.
- All response deadlines should be calculated to reflect a 60 day response period.

Following the changes noted above, the Class Notice is approved for mailing in the manner described in the Settlement Agreement. The deadlines listed in the proposed Order are approved with the exception of the deadline for class members to postmark requests for exclusions, written objections, and workweek challenges which shall be 60 days instead of the proposed 45 days.

Interest Accrued in Settlement Account. The Court notes that the gross settlement is to be placed into an interest-bearing account. The settlement agreement does not provide for how any interest will be distributed at the end of the 180 day check cashing period when uncashed checks will be transmitted to the State of California Unclaimed Property. There is no Cy pres beneficiary. Absent counsel providing an alternative solution, the Court orders that any interest accrued in the account be transmitted to the LWDA upon the account being closed at the end of the check cashing period. Following oral argument, and given the relative cost of apportioning any interest to the class members and/or aggrieved employees when compared to the amount of funds to potentially be distributed, the Court finds that distribution of the interest accrued to the

1 LWDA is the most appropriate course.

2 The Motion for Preliminary Approval is **GRANTED** as outlined above. Attached as
3 Exhibit A to this Order is the revised Class Notice.

4 Based on the timeline, it appears that a Final Approval Hearing on Monday, March 24,
5 2025 at 8:30 a.m. in Department 64 would provide sufficient time. Absent a request for a
6 different date, the Court will calendar the Final Approval Hearing as noted. The review hearing
7 scheduled for February 3, 2025 is vacated.

8 **.IT IS SO ORDERED.**

9
10 DATED: SEP 18 2024

STEPHEN H. BAKER

HON. STEPHEN H. BAKER
SUPERIOR COURT OF CALIFORNIA

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING
Middlebrooks v. FleetPride, Inc.
(County of Shasta, California Superior Court Case No. 202247)**

**As a current or former non-exempt, hourly-paid California employee of FleetPride, Inc.
who earned overtime or doubletime, you are entitled to receive money from a class action settlement.**

Please read this Notice carefully. This Notice relates to a proposed settlement of class and representative action lawsuit. If you are a Class Member or an Aggrieved Employee, it contains important information about your right to receive a payment from the Settlement.

You have received this Notice of Class Action Settlement because the records of FleetPride, Inc. ("FleetPride" or "Defendant") show you are a "Class Member" and/or an "Aggrieved Employee," and therefore are entitled to a payment from this class and representative action Settlement. Class Members are all persons who were employed by FleetPride in California in an hourly, non-exempt position and were paid overtime and/or doubletime wages at any time between May 8, 2022 and September 15, 2023 ("Class Period" or "Settlement Period"). Aggrieved Employees are all persons who were employed by FleetPride in California in an hourly, non-exempt position and were paid overtime and/or doubletime wages at any time during the PAGA Period, which is defined as May 8, 2022 through September 15, 2023.

- The Settlement is to resolve a class and representative action lawsuit, *Middlebrooks v. FleetPride, Inc., et al.*, pending in the Superior Court of California for the County of Shasta, Case Number 202247 (the "Lawsuit"), alleging, among other things, that, during the Class Period, FleetPride, as it pertains to Class Members, failed to provide complete and accurate wage statements in violation of Labor Code § 226. Based on the same alleged violations of Labor Code § 226, Plaintiff also seeks civil penalties under the California Labor Code Private Attorney Generals Act ("PAGA") for the State of California and allegedly Aggrieved Employees.
- On [REDACTED], the Shasta County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the Settlement of the Lawsuit.
OPT OUT OF THE CLASS SETTLEMENT	Exclude yourself from the class action portion of the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the Settlement of the Lawsuit. If you worked in the PAGA Period as an hourly-paid non-exempt employee of FleetPride and were paid overtime and/or doubletime wages, then you will be deemed a "Aggrieved Employee" and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your "Individual

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE CLASS SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, _____, about why you object to the Settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 64 of the Shasta County Superior Court located at 1515 Court Street, Redding, CA 96001.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____m. on _____, in the Shasta County Superior Court located at 1515 Court Street, Redding, CA 96001, in Department 64. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

FleetPride’s records show that you performed work for FleetPride in the State of California as a non-exempt, hourly-paid employee and were paid overtime and/or doubletime wages at some point during the Class Period and/or PAGA Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Plaintiff Ryan Middlebrooks was a non-exempt, hourly-paid employee of FleetPride. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendant’s alleged failure to issue complete and accurate wage statements. Based on the same alleged wage statement violations, Plaintiff also seeks to recover civil penalties under PAGA.

Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$315,000.00. The Gross Settlement includes: (1) Administration Costs up to \$8,500.00 (2) up to 35% of the Gross Settlement Amount in attorneys’ fees, which amounts to \$110,250.00; (3) up to \$15,000.00 in litigation costs to Class Counsel, according to proof; (4) up to \$10,000.00

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

in a Service Award to the Class Representative; and (5) payment allocated to PAGA penalties in the amount of \$30,000.00 of which 75% (or \$22,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA"), and twenty-five percent 25% (or \$7,500.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$141,250.00 will be available for distribution to Class Members ("Net Settlement Amount").

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of wage statements that reflect payment of overtime and/or doubletime wages issued to Class Members in non-exempt, hourly-paid positions for FleetPride in California during the Class Period ("Qualifying Wage Statements"). Specifically, Class Members' payments will be calculated by dividing the number of Qualifying Wage Statements attributed to the Class Member by all Qualifying Wage Statements attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Qualifying Wage Statements ÷ total Settlement Class Qualifying Wage Statements) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$7,500.00 allocated as PAGA penalties to Aggrieved Employees, whether or not they opt out of the class settlement, based on the number of Qualifying Wage Statements issued to each Aggrieved Employee during the PAGA Period.

FleetPride's records indicate that you were issued [Qualifying Wage Statements] as a non-exempt, hourly-paid employee in California during the Class Period and [Qualifying Wage Statements] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator and it must be postmarked no later than [RESPONSE DEADLINE – 60 days following notice]. Please include: (1) your name, address, telephone number, and your signature; (2) a statement of your dispute and how many Qualifying Wage Statements you contend should be credited to you; and (3) any documentation you have that you contend supports your dispute.

Tax Reporting

100% of each Settlement Payment to Class Members who do not opt out will be allocated as civil or statutory penalties and interest, which will be reported on an IRS Form 1099. 100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

and do not opt out of the Settlement, you will be bound by the entire release in the Settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount, Plaintiff and all Participating Class Members release the Released Parties of any and all claims that have been or could reasonably have been asserted based on the factual allegations in the Operative First Amended Complaint for alleged failure to furnish complete and accurate wage statements in violation of Labor Code § 226, and all other claims for relief, including damages, statutory and/or civil penalties, equitable and/or injunctive relief, attorneys' fees, interest, costs, and any other kind of relief whatsoever that could be sought based on the factual allegations and theories of liability asserted in the Operative First Amended Complaint (the "Class Released Claims").

For Plaintiff, the Aggrieved Employees, and, to the extent permitted by law, the State of California, the release includes, for the duration of the PAGA Period, all claims alleged in the PAGA Notice and the Operative First amended Complaint for PAGA civil penalties pursuant to Labor Code sections 226, 226.3 and 2698, et seq. in connection with alleged violations of Labor Code section 226 for alleged failure to furnish complete and accurate wage statements (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims are collectively referred to herein as the "Released Claims."

"Released Parties" means Defendant and each of its past, present, and future respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Option 2 – Opt Out of the Settlement

If you do **not** wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, and the following statement or any statement standing for the proposition that you seek to be excluded from the Settlement Class: "Please exclude me from the Settlement Class in the *Middlebrooks v. FleetPride, Inc., et al.* matter. I understand that by requesting exclusion, I will not participate in the class settlement and will not receive any money from the class settlement." or any statement of similar meaning standing for the proposition that you do not wish to participate in the Settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

Settlement Administrators
[Add Mailing Address]

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your written request for exclusion must be mailed to the Administrator and postmarked not later than [RESPONSE DEADLINE-60 days following notice].

The proposed Settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the Settlement, then even if you request exclusion from the Class Settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, signature, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed the Administrator and postmarked no later than [RESPONSE DEADLINE-60 days following notice]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for _____ at _____.m. in the Shasta County Superior Court located at 1515 Court Street, Redding, CA 96001, in Department 64, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, or if you have questions, you may call the Settlement Administrator at [PHONE NUMBER]. The information for Class Counsel appears below. If you choose to participate in the Settlement, you will be represented by Class Counsel.

CLASS COUNSEL

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Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Shasta County Superior Court located at 1515 Court Street, Redding, CA 96001, during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

Counsel for Defendant

In this case, Defendant is represented by the attorneys below. However, if you choose to participate in the Settlement, you should direct any questions regarding it to the Settlement Administrator and/or Class Counsel because Class Counsel will be your attorneys.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On September 12, 2024, I served the following document(s) described as: **AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Sabrina A. Beldner
David Szwarcztein
Natalie M. Lagunas
Matthew D. Whitney
McGuire Woods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067-1501

Attorneys for Defendant Fleetpride, Inc.

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 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 12, 2024, at Los Angeles, California.



Erika Mejia