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and MICHAEL VITALE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

VADIM SAVIN, JASMINE RODRIGUEZ,
and MICHAEL VITALE individually and on
behalf of others similarly situated employees
and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

FLEETLOGIX INC.; and DOES 1 through 25,
inclusive,

Defendant.

Case No. 37-2023-00051984-CU-OE-CTL

Honorable Joel R. Wohlfeil
Department C-73

**DECLARATION OF ANNABEL BLANCHARD
IN SUPPORT OF PLAINTIFFS'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 31, 2025
Time: 9:00 a.m.
Dept.: C-73

Complaint Filed: November 30, 2023
FAC Filed: June 30, 2025
Trial Date: Not Set

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I, Annabel Blanchard, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiffs Jasmine Rodriguez, and Michael Vitale (“Plaintiffs”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
9 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-Plaintiff
10 employment, catastrophic injury, and class/PAGA matters with well-known Plaintiffs-side wage and
11 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
12 California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve
13 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
14 California Employment Lawyers' Association ("CELA") and other organizations.

15 5. Danielle L. GruppChang is a senior associate attorney. She graduated from California
16 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
17 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
18 California Law San Francisco (formerly known as University of California Hastings College of the
19 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
20 practiced exclusively Plaintiffs' side labor and employment class and representative action law from
21 2017 through the present.

22 6. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
23 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
24 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
25 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
26 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
27 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

28 7. I joined Blackstone Law, APC from a highly reputable employment law firm. I

1 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
2 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
3 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA
4 representative matters, and my work has included, inter alia, researching and drafting pleadings,
5 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
6 agreements, engaging in motion practice, claims evaluation and analysis, and making court
7 appearances.

8 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
9 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

10 **Procedural History of the Action**

11 9. On November 10, 2023, Claimant Vadim Savin ("Savin") provided written notice to
12 the California Labor and Workforce Development Agency ("LWDA") by online submission and to
13 Defendant FLEETLOGIX INC. ("Defendant") by U.S. Certified Mail, pursuant to California Labor
14 Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been
15 violated by Defendant ("PAGA Letter"). A true and correct copy of the PAGA Letter is attached hereto
16 as **Exhibit 2**.

17 10. On November 30, 2023, Savin filed a Class Action Complaint for Damages in the
18 action entitled *Vadim Savin v. Fleetlogix Inc.*, San Diego County Superior Court Case No. 37-2023-
19 00051984-CU-OE-CTL ("Class Action"), thereby commencing a putative class action against
20 Defendant.

21 11. On January 16, 2024, Savin filed a Complaint for Enforcement Action Under the
22 Private Attorneys General Act in the action entitled *Vadim Savin v. Fleetlogix, Inc.*, San Diego County
23 Superior Court Case No. 37-2024-00001754-CU-OE-CTL ("PAGA Action"), alleging violations
24 under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et*
25 *seq.* against Defendant.

26 12. On October 16, 2024, Plaintiffs and Defendant (collectively, the "Parties") participated
27 in a formal mediation conducted by Kevin T. Barnes ("Mediator"), a respected mediator of complex
28 wage and hour actions. The matter did not settle at mediation, however with the assistance of the

1 Mediator's evaluations and through ongoing direct negotiations, the Parties ultimately reached an
2 agreement to resolve this dispute on a class and representative basis.

3 13. On October 17, 2024, Savin propounded formal written discovery onto Defendant
4 (specifically: Form Interrogatories – Employment Law, Form Interrogatories – General, Requests for
5 Admission (Set One), Requests for Production of Documents (Set One), and Special Interrogatories
6 (Set One)), and noticed the deposition of Defendant's Person Most Knowledgeable.

7 14. On March 7, 2025, Savin and Plaintiffs provided an amended written notice to the
8 LWDA and Defendant, pursuant to California Labor Code Section 2699.3, of the specific provisions
9 of the California Labor Code alleged to have been violated by Defendant.

10 15. On June 30, 2025, Savin and Plaintiffs filed a First Amended Class and Representative
11 Action Complaint ("Operative Complaint") in the Class Action, which added the PAGA claims alleged
12 in the PAGA Action, thereby consolidating the class action and PAGA claims. The Operative
13 Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to
14 pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and
15 premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in
16 lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage
17 statements, failure to timely pay wages upon termination, and failure to reimburse necessary business
18 expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on
19 the aforementioned California Labor Code violations, and for civil penalties under PAGA based on
20 the aforementioned California Labor Code violations.

21 16. On September 18, 2025 Class Counsel filed a Motion to be Relieved as Counsel for
22 Vadim Savin.

23 17. The Parties worked diligently to negotiate and memorialize the terms in a
24 comprehensive settlement agreement, culminating in the execution of the Joint Stipulation of Class
25 Action and PAGA Settlement ("Settlement" or "Settlement Agreement") on October 8, 2025. A true
26 and correct copy of the Settlement Agreement is attached hereto as **Exhibit 3**.

27 **Summary of the Terms of the Settlement Agreement**

28 18. For purposes of settlement only, the Parties have agreed that the Class shall be defined

1 as “all individuals who are current or former non-exempt employees of Defendant, and who did not
2 sign an arbitration agreement, and who were employed by Defendant in the State of California at any
3 time during the Class Period.” The Class Period is defined as the period from October 1, 2021 through
4 February 13, 2025. Based on information provided by Defendant, it is estimated that there are a total
5 of seven hundred seventy-three (773) Class Members.

6 19. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
7 Complaint for a non-reversionary Gross Settlement Amount of Eight Hundred Fifteen Thousand
8 Dollars (\$815,000), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a
9 common fund and therefore includes all requested costs, fees, and other allocations. The Gross
10 Settlement Amount includes: (1) Attorneys’ Fees and Costs in the amount of thirty-five percent (35%)
11 of the Gross Settlement Amount (i.e., \$285,250 if the Gross Settlement Amount is \$815,000); (2) Class
12 Counsel's actual litigation costs and expenses, not to exceed Twenty-Five Thousand Dollars (\$25,000);
13 (3) Settlement Administration Costs, not to exceed Twelve Thousand Five Hundred Dollars (\$12,500);
14 (4) Enhancement Payments in the amount of Seven Thousand Five Hundred Dollars (\$7,500) to each
15 of the two Plaintiffs (for a total of \$15,000); and (5) PAGA Amount in the amount of One Hundred
16 Thousand Dollars (\$100,000.00). After the above-estimated amounts are deducted from the Gross
17 Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently
18 estimated to be Three Hundred Seventy-Seven Thousand Two Hundred Fifty Dollars (\$377,250).
19 Additionally, 25% of the PAGA Amount ("PAGA Employee Amount"), which is \$25,000 out of
20 \$100,000, will be fully distributed to "all current and former non-exempt employees of Defendant who
21 worked for Defendant in the State of California during the PAGA Period" ("PAGA Employee(s)").
22 The “PAGA Period” is defined as the period from November 10, 2022, through February 13, 2025.

23 20. Individual Settlement Shares will be calculated and apportioned from the Net
24 Settlement Amount to Settlement Class Members based on the Settlement Class Members' number of
25 Workweeks. The Settlement Administrator will divide the Net Settlement Amount by the Workweeks
26 of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement
27 Class Member's individual Workweeks by the Final Workweek Value to yield each Settlement Class
28 Member's Individual Settlement Share, in accordance with the Settlement Agreement.

1 21. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on
2 a *pro rata* basis based on the number of Pay Periods each PAGA Employee was employed by
3 Defendant as a non-exempt employee in California during the PAGA Period ("Pay Periods").
4 Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount
5 based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will
6 divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA
7 Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay
8 Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment, in
9 accordance with the Settlement Agreement.

10 22. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
11 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will
12 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
13 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
14 Settlement Administrator will withhold the employee's share of taxes and withholdings with respect
15 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
16 Members for their net payment of their Individual Settlement Share ("Individual Settlement
17 Payment"). The employer's share of taxes and contributions in connection with the wages portion of
18 Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross
19 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
20 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

21 23. The Settlement Agreement is a non-reversionary settlement. The Net Settlement
22 Amount will be fully distributed to Settlement Class Members and the PAGA Amount will be fully
23 distributed to the LWDA and PAGA Employees, in accordance with the Settlement Agreement. The
24 Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return
25 to Defendant.

26 24. Each Individual Settlement Payment and Individual PAGA Payment check will be
27 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
28 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be

distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

The Settlement is Reasonable

Informed Arms-Length Negotiations

25. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

26. The Parties engaged in extensive formal and informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced personnel files for Savin and Plaintiffs, a sampling of putative class members' time and pay records as well as Defendant's relevant wage and hour policies, job descriptions, employee handbooks, bi-weekly pay schedule, arbitration agreement, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members.

27. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

28. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions.

Estimate of Potential Value of Claims

29. Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately \$9,371,854, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out

1 for all putative class members across the entire putative class period, which included: \$1,058,027 for
2 meal period violations (less meal period premiums paid); \$1,919,702 for rest period violations at a
3 100% violation rate; \$524,340 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock
4 work; \$239,070 for unreimbursed business expenses; \$1,920,015 for waiting time penalties; and
5 \$1,810,100 for wage statement penalties. Plaintiffs further estimated that Defendant faced an
6 additional exposure of \$1,900,600 in potential, non-stacked (i.e., one penalty, per employee, per pay
7 period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties,
8 Defendant's maximum potential exposure totaled \$9,371,854 in damages.

9 ***Specific Risks Considered***

10 30. Although the investigation and information discovered supports Plaintiffs' contentions,
11 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
12 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
13 the Settlement.

14 31. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
15 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
16 inherent in such litigation, including those involved in class and/or representative adjudication.
17 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
18 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
19 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
20 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

21 32. Defendant denied and continues to deny any liability and wrongdoing of any kind
22 associated with the claims alleged in the Action, and further denies that class certification is
23 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
24 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiffs'
25 claims. Defendant contended that Plaintiffs' claims are not suitable for class certification because
26 individual issues would predominate should this case go to trial. As with all class actions, these
27 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
28 that the Court may deny class certification.

1 33. For example, Plaintiffs’ meal period claims, which were based on Defendant’s alleged
2 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
3 Plaintiffs’ theory of liability for meal period violations was based on allegations that Defendant had
4 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
5 in the manner required under California law. Defendant contended that its policies and practices at all
6 times during the Class Period were lawful. Defendant further argued that the rate of purported meal
7 period violations reflected in the data would require individualized inquiry and that such inquiry would
8 prohibit a class from being certified. We also had to consider the risk that the Court would find validity
9 in the individualized proof defense to certification of Plaintiffs’ meal period claim.

10 34. Additionally, a large portion of Defendant’s overall liability lies in Plaintiffs’ rest
11 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
12 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
13 required under California law. Additionally, this claim was even more uncertain given the difficulties
14 associated with proving the alleged rest period violations, as Defendant was not required to record
15 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
16 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
17 requisite certainty, which made the estimated value of this claim subject to much challenge.

18 35. Plaintiffs also faced challenges certifying and proving liability for his minimum wage
19 and overtime claims. These claims were largely based on Defendant’s unrecorded, off-the-clock work
20 performed by the Class Members both before and after their shifts and during purported meal periods.
21 For example, Plaintiffs and other class members reported communicating with supervisors, responding
22 to work-related requests, and performing routine job duties before and after shifts, and during meal
23 periods . However, the individualized nature of why this work was performed and the individualized
24 nature of damages presented substantial concerns regarding the manageability of the case and the risk
25 the Court could find these issues prevented certification, and the estimated damages for this claim
26 were based on an assumption that all Class Members worked off the clock for at least one hour per
27 week.

28 36. Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other

1 Class Members for necessary business-related expenses, such as the use of personal cell phones,
2 computers, and related internet for work-related purposes. Defendant contended that it had a policy
3 and practice of reimbursing employees for necessary business-related expenses. Defendant further
4 contended that, with respect to the alleged expenses for which Plaintiffs and the other Class Members
5 never requested reimbursement from Defendant, it did not know and had no reason to know that
6 alleged business-related expenses had been incurred. Defendant further contended that the reason why
7 a Class Member undertook certain expenses, while not others, and failed to receive reimbursement for
8 certain expenses while not others, would raise individual issues that could not be certified.

9 37. There are also substantial risks associated with Plaintiffs' waiting time penalties and
10 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
11 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
12 certification was denied on those underlying claims, these derivative claims for penalties would also
13 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
14 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
15 violations. Wage statement claims have also seen varying treatment at the appellate level because such
16 claims have an element of discretion attached to them rather than a pure calculation of damages after
17 liability is proven. Accordingly, these derivative claims, which comprised a substantial portion of
18 Defendant's estimated liability, were therefore uncertain.

19 38. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
20 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
21 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
22 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
23 contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees
24 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
25 employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
26 employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
27 would substantially delay any recovery by the Class.

28 39. Therefore, taking into account how each of the above risks potentially effected

1 Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, plus the
2 cost and delay in recovering the alleged potential damages, and in light of multiple class members
3 having signed arbitration agreements, Class Counsel discounted Defendant's estimated liability by
4 75% to \$2,342,963.50. The merits-based risk factors further reduced Defendant's estimated liability
5 by an additional 65%. This resulted in an adjusted estimated liability of \$820,037.23. In light thereof,
6 the settlement amount of \$815,000 is a significant settlement.

7 40. Class Counsel also separately contemplated the risks of proceeding with the PAGA
8 claims and potential liability Defendant could face from these claims as part of the global resolution.
9 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
10 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the imposition
11 of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust,
12 arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith
13 attempt to comply with its legal obligations warranting a reduction in penalties. Class Counsel also
14 anticipated Defendant would argue that the violations per pay period were low, warranting an
15 additional reduction in civil penalties. Finally, we were also mindful of the fact that PAGA is
16 fundamentally not intended to be compensatory in nature but is instead intended to facilitate
17 enforcement of California's labor laws by financing state activities and educating and deterring non-
18 compliance.

19 41. Therefore, after considering all of these factors, we concluded that it was in the best
20 interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate
21 One Hundred Thousand Dollars Cents (\$100,000) of the Gross Settlement Amount towards the PAGA
22 claims, which represents approximately 12% of the Gross Settlement Amount **Error! Reference**
23 **source not found..** This percentage of the settlement is well-within the range of wage and hour
24 settlements regularly approved in both state and federal court for cases that include both a class and
25 PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve
26 PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount
27 have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement
28 is significant, not only from a monetary perspective, but also because it fulfills the public policy

objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by the employer.

42. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Enhancement Payment

43. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Payments of Seven Thousand Five Hundred Dollars (\$7,500) each to Plaintiffs Michael Vitale and Jasmine Rodriguez, for a total of Fifteen Thousand Dollars (\$15,000). These Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this case, and the benefit to the Class Members as a result of Plaintiffs’ actions. Notice of the requested Enhancement Payments is disclosed to the Class Members in the Class Notice.

Attorneys’ Fees and Costs

44. The attorneys’ fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$285,250 if the Gross Settlement Amount is \$815,000) and actual litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

45. The effectiveness of Class Counsel's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Settlement Class Members, the State of California, and PAGA Employees will obtain monetary recovery through the Settlement Agreement, as opposed to the risk of significant delay and uncertainty associated with continued litigation and various defenses asserted by Defendant; (2) a Settlement that Class Counsel believes is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of

all known facts and circumstances; and (3) resolution of the Action without the costs and risks associated with continued litigation through certification, trial, and/or upon appeal.

46. Class Counsel has litigated the Action for over two years and was actively preparing the Action for class certification and trial. The motion seeking Final Approval of the Settlement will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The motion seeking Final Approval of the Settlement will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the Class Notice.

Notice to the Class

47. The Parties have agreed to retain Apex Class Action, LLC ("Apex" or "Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Apex to handle these procedures and to serve as the Settlement Administrator. Defendant will provide Apex with the Class List and Apex will calculate each Class Member's estimated Individual Settlement Share and each PAGA Employee's estimated Individual PAGA Payment. Apex will also receive and process Requests for Exclusion, Notices of Objection, and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the wages portion of the Individual Settlement Shares; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks to the PAGA Employees; and perform any other usual and customary duties for administering a class action settlement.

48. I am not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The original source of the mailing addresses is from each Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable method, skip tracing will be performed, if necessary.

Notice of Settlement to the LWDA

49. In accordance with California Labor Code section 2699(1)(2), on October 9, 2025, a

1 copy of the proposed Settlement was submitted to the LWDA via online submission through the
2 LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached
3 hereto as **Exhibit 4**.

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

6 Executed on October 9, 2025, at Beverly Hills, California.

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8 *A. Blanchard*

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10 Annabel Blanchard
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EXHIBIT 1

6. Blackstone Law, APC has been counsel of record on several class action and PAGA actions, the most recent of which are as follows:

- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and

PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA

action.

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior Court, Case No. 20STCV44138, a wage and hour PAGA action.
- *Ramiro Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No. BC686825, a wage and hour PAGA action.

EXHIBIT 2

Alexander K. Spellman, Esq.
aspellman@blackstonepc.com

November 10, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>**RE: *Vadim Savin v. Fleetlogix Inc.***

Dear Representative:

This office represents Vadim Savin (“Claimant”) with respect to his claims under the California Labor Code against Fleetlogix Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employer”). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Claimant from approximately November 2022 through approximately August 2023 as a non-exempt, hourly-paid employee. During Claimant’s employment with Employer, Claimant was employed as a car washer and driver at Employer’s location at 3355 Admiral Boland Way, San Diego, CA 92101. Claimant performed various duties for Employer such as washing the interior and exterior of cars, as well as driving the cars to get washed. Employer provides labor in transportation, logistics, and fleet services industries. Employer maintains employees throughout California.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of Claimant and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employer in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203,

204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time/regular rate wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employer regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including: (1) suffering or permitting Claimant and Aggrieved Employees to perform work for the benefit of Employer while “off-the-clock” prior to clock-in, including typical job duties, menial tasks, tasks associated with shift arrival and setup of workstations, etc.; (2) suffering or permitting Claimant and Aggrieved Employees to perform work for the benefit of Employer while “off-the-clock” during meal periods, including typical job duties, menial tasks, or other work-related interruptions by superiors; (3) suffering or permitting Claimant and Aggrieved Employees to perform work for the benefit of Defendants while “off-the-clock” just after clock-out, including typical job duties, menial tasks, tasks associated with end of shift and leaving workstations, etc.; and (4) suffering or permitting Claimant and Aggrieved Employees to perform work for the benefit of Employer while “off-the-clock” between shifts, such as receiving and responding to work-related communications (*e.g.*, via text or phone). in violation of California law. In addition, Employer utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time/regular rate wages and overtime wages) to Claimant and Aggrieved Employees.

Employer also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employer failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary

commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employer failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time/regular rate wages, and overtime compensation. Accordingly, Employer violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employer to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-

free meal periods; (6) Employer required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employer required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately

inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer failed to timely pay all wages, pay, or any other monies earned because Claimant and other Aggrieved Employees were not paid all the wages, pay, remuneration, or any other monies they were owed including, *inter alia*, time wages, minimum wages, regular rate/straight time wages, overtime compensation, meal and rest period premiums, or any other remuneration, pay, or monies as they became due (*e.g.*, accrued gratuities, bonuses, commissions, etc.). Accordingly, Employer violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of

each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employer violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employer failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions

of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer including, but not limited to, use of personal cell phones and related internet usage for work purposes.

Accordingly, Employer violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Aggrieved Employees for all straight time/regular rate wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages, remuneration, pay, or monies as they became due (*e.g.*, accrued gratuities, bonuses, commissions, etc.). Accordingly, Employer violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by

Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employer for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant’s intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employer’s alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Alexander Spellman
Alexander K. Spellman, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Fleetlogix, Inc.
3274 Rosecrans Street
San Diego, CA 92110

Fleetlogix, Inc.

***Agent for Service
720 14th Street
Sacramento, CA 95814***

Annabel Blanchard, Esq.
ablanchard@blackstonepc.com

March 7, 2025

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: AMENDED PAGA LETTER
Vadim Savin v. Fleetlogix Inc.
Case Number: LWDA-CM-993515-23

To Whom It May Concern:

On November 11, 2023, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), our office provided notice to the Labor and Workforce Development Agency (LWDA), and Fleetlogix, Inc. on behalf of Vadim Savin (“Mr. Savin”) that Mr. Savin may allege a cause of action under PAGA in a civil action against Fleetlogix, Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”).

On January 16, 2024, Mr. Savin filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. in the action entitled *Vadim Savin v. Fleetlogix, Inc.*, San Diego County Superior Court Case No. 37-2024-00001754-CU-OE-CTL (“Action”) alleging one cause of action under PAGA.

We write to inform you that we have been retained by Jasmine Rodriguez (“Ms. Rodriguez”) and Michael Vitale (“Mr. Vitale”). Ms. Rodriguez was employed by Employers as a driver from approximately May 2024 to September 2024 at Employers’ location at 3355 Admiral Boland Way, San Diego, California 92101. Mr. Vitale has been employed by Employers as a vehicle service agent, beginning June 2024 through the present time, at Employers’ location at 3355 Admiral Boland Way, San Diego, California 92101. Ms. Rodriguez and Mr. Vitale intend to be added to the Action as named plaintiffs and seek penalties for violations of the California Labor Code which are recoverable under PAGA. Ms. Rodriguez and Mr. Vitale seek these penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”).

As detailed below, Employer violated several of California’s wage and hour laws during Mr. Savin’s, Ms. Rodriguez’, and Mr. Vitale’s (collectively “Claimants”) employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),



1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer engaged in numerous unlawful practices which resulted in the failure to pay Claimants and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time/regular rate wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employer regularly required Claimants and other Aggrieved Employees to perform work off-the-clock including: (1) suffering or permitting Claimants and Aggrieved Employees to perform work for the benefit of Employer while “off-the-clock” prior to clock-in, including typical job duties, menial tasks, tasks associated with shift arrival and setup of workstations, etc.; (2) suffering or permitting Claimants and Aggrieved Employees to perform work for the benefit of Employer while “off-the-clock” during meal periods, including typical job duties, menial tasks, or other work-related interruptions by superiors; (3) suffering or permitting Claimants and Aggrieved Employees to perform work for the benefit of Defendants while “off-the-clock” just after clock-out, including typical job duties, menial tasks, tasks associated with end of shift and leaving workstations, etc.; and (4) suffering or permitting Claimants and Aggrieved Employees to perform work for the benefit of Employer while “off-the-clock” between shifts, such as receiving and responding to work-related communications (e.g., via text or phone). in violation of California law. In addition, Employer utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time/regular rate wages and overtime wages) to Claimants and Aggrieved Employees.

Employer also failed to accurately record the actual time worked by Claimants and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimants and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employer failed to pay overtime to Claimants and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employer failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time/regular rate wages, and overtime compensation. Accordingly, Employer violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimants and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimants and other Aggrieved Employees were required by Employer to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employer's policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and



3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimants and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employer required Claimants and other Aggrieved Employees to work through rest periods. Claimants and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimants and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employer's policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer failed to timely pay all wages, pay, or any other monies earned because Claimants and other Aggrieved Employees were not paid all the wages, pay, remuneration, or any other monies they were owed including, inter alia, time wages, minimum wages, regular rate/straight time wages, overtime compensation, meal and rest period premiums, or any other remuneration, pay, or monies as they became due (e.g., accrued gratuities, bonuses, commissions, etc.). Accordingly, Employer violated California Labor Code section 204(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, inter alia, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimants and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimants and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimants and the Aggrieved Employees. Accordingly, Employer violated California Labor Code section 226(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records



showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employer failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer including, but not limited to, use of personal cell phones and related internet usage for work purposes.

Accordingly, Employer violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Aggrieved Employees for all straight time/regular rate wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages, remuneration, pay, or monies as they became due (e.g., accrued gratuities, bonuses, commissions, etc.). Accordingly, Employer violated California Labor Code sections 201 and 202.



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Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("Huff"), as Aggrieved Employees, Claimants have standing, and intend, on behalf of the LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In Huff, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the Huff decision, Claimants, as "aggrieved" employees affected by at least one Labor Code violation may, and hereby do, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employer for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is the Claimants' intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employer's alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Annabel Blanchard

Annabel Blanchard, Esq.

cc: By U.S. Mail and electronic mail
Fleetlogix, Inc.
3274 Rosecrans Street
San Diego, CA 92110

Fleetlogix, Inc.
Agent for Service
720 14th Street
Sacramento, CA 95814

EXHIBIT 3

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Jasmine Rodriguez (“Rodriguez” or “PAGA Representative”) and Michael Vitale (“Vitale” or “Class Representative”) (together, Vitale and Rodriguez shall be referred to as “Plaintiffs”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Fleetlogix, Inc. (“Defendant”) (together, Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On November 10, 2023, claimant Vadim Savin (“Savin”) provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant. On March 7, 2025, Savin and Plaintiffs provided an amended written notice to the LWDA and Defendant, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

2. On November 30, 2023, Savin filed a Class Action Complaint for Damages in the action entitled *Vadim Savin v. Fleetlogix Inc.*, San Diego County Superior Court Case No. 37-2023-00051984-CU-OE-CTL (“Class Action”), thereby commencing a putative class action against Defendant.

3. On January 16, 2024, Savin filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Vadim Savin v. Fleetlogix Inc.*, San Diego County Superior Court Case No. 37-2024-00001754-CU-OE-CTL (“PAGA Action”), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

1 4. On June 30, 2025, Savin and Plaintiffs filed a First Amended Class and Representative
2 Action Complaint (“Operative Complaint”) in the Class Action, which added the PAGA claims
3 alleged in the PAGA Action. Together, the Class Action and PAGA Action are referred to as the
4 “Actions.”

5 5. The Operative Complaint alleges ten (10) causes of action for violations of the
6 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
7 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
8 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
9 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
10 to reimburse necessary business expenses, for violations of California Business & Professions Code
11 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
12 penalties under PAGA based on the aforementioned California Labor Code violations.

13 6. Defendant denies all material allegations set forth in the Actions and has asserted
14 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
15 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),
16 and Released PAGA Claims (as defined herein).

17 7. Class Counsel diligently investigated the class and PAGA claims against Defendant,
18 including any and all applicable defenses and the applicable law. The investigation included, *inter*
19 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
20 The Parties have engaged in sufficient formal and informal discovery and investigation to assess the
21 relative merits of the claims and contentions of the Parties.

22 8. On October 16, 2024, the Parties participated in mediation with Kevin T. Barnes (the
23 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
24 Mediator’s evaluations, and through ongoing direct negotiations, the Parties reached the settlement
25 that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and
26 the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and
27 exposure in relation to the costs and risks associated with continued litigation. Based on Class
28 Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for

the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

9. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

10. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 13.

b. "Class" or "Class Member(s)" means all individuals who are current or former non-exempt employees of Defendant, and who did not sign an arbitration agreement, and who were employed by Defendant in the State of California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) number of Workweeks; and (5) Number of Pay Periods. Defendant shall calculate Workweeks and Pay Periods in the same method that was used to calculate Workweeks and Pay Periods prior to mediation.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from October 1, 2021, through February 13, 2025.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of San Diego.

i. “Defendant’s Counsel” means Tim L. Johnson, and Cameron J. Davila of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to them and what they contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the following: (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date the Court enters a judgment on its Final Approval Order and Judgment; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

l. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

m. “Enhancement Payment” means the amount to be paid to each of the Plaintiffs, in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 14.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

q. “Gross Settlement Amount” means the amount of Eight Hundred Fifteen Thousand Dollars (\$815,000.00) to be paid by Defendant in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 17.

r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 19.

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 20.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 18.

u. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

v. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement Administration Costs.

w. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

x. “PAGA Amount” means the allocation of One Hundred Thousand Dollars (\$100,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$75,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$25,000.000, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

y. “PAGA Employee(s)” means all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California during the PAGA Period.

z. “PAGA Employee Amount” means the amount of Twenty-Five Thousand Dollars (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

aa. “PAGA Period” means the period from November 10, 2022, through February 13, 2025.

bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

cc. “Pay Periods” means the number of pay periods each PAGA Employee was employed by Defendant as a non-exempt employee in California during the PAGA Period.

dd. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

ee. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ff. “Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.2, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

gg. “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.2, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

hh. “Released Parties” means Defendant and its current and former insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, exempt employees,

officers, directors, members, shareholders agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.

ii. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

jj. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. .

kk. “Settlement Administrator” means Apex Class Action, LLC (“Apex” or “Settlement Administrator”), or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ll. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 16.

mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. “Workweeks” means the number of weeks each Class Member was employed by Defendant as a non-exempt employee in California during the Class Period.

CLASS CERTIFICATION

11. For the purposes of this Settlement only, the Parties stipulate to the certification of the

1 Class.

2 12. The Parties agree that certification for the purpose of settlement is not an admission
3 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
4 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
5 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
6 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
7 non-settlement context.

8 **TERMS OF THE AGREEMENT**

9 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
10 forth herein, the Parties agree, subject to the Court's approval, as follows:

11 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
12 or motion by Class Counsel for attorneys' fees in the amount up to Thirty-Five Percent (35%) of the
13 Gross Settlement Amount (i.e., \$285,250.00 if the Gross Settlement Amount is \$815,000.00) and
14 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
15 of the Actions, in an amount not to exceed Twenty-Five Thousand (\$25,000.00), both of which will
16 be paid from the Gross Settlement Amount. These amounts will cover any and all work performed
17 and any and all costs incurred by Class Counsel in connection with the litigation of the Actions,
18 including without limitation all work performed and costs incurred to date, and all work to be
19 performed and all costs to be incurred in connection with obtaining the Court's approval of this
20 Settlement Agreement, including any objections raised and any appeals necessitated by those
21 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
22 compensation for tax purposes and for paying any taxes on the amounts received, and holds Defendant
23 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
24 sharing of any of these payments. The Settlement Administrator shall issue an IRS Form 1099 to
25 Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and
26 Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement
27 Amount for the benefit of the Settlement Class Members.

28 14. Enhancement Payments. Defendant agrees not to oppose or impede any application or

1 motion by Plaintiffs for an Enhancement Payments in the amount up to Seven Thousand Five Hundred
2 (\$7,500.00) each to Plaintiffs Vitale and Rodriguez (for a total of \$15,000.00). The Enhancement
3 Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be
4 in addition to each of their Individual Settlement Payments as Settlement Class Members and
5 Individual PAGA Payments as a PAGA Employees. Plaintiffs shall be solely and legally responsible
6 for correctly characterizing this compensation for tax purposes and for paying any taxes on the
7 amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the
8 Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded by
9 the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the
10 Settlement Class Members.

11 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
12 One Hundred Thousand Dollars (\$100,00.00) shall be allocated from the Gross Settlement Amount
13 toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*
14 (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00, will be paid to the
15 LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000.00, will be distributed
16 to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total
17 number of Pay Periods each PAGA Employee was employed by Defendant during the PAGA Period
18 (i.e., the Individual PAGA Payments).

19 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
20 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
21 which is currently estimated not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00).
22 These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will
23 include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the
24 Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2
25 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary
26 reports and declarations, and other duties and responsibilities set forth herein to process the Settlement,
27 and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater
28 than the estimated amount stated herein, such excess amount will be deducted from the Gross

Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

17. Escalator Clause. Defendant has represented that the Class Members worked a total of 23,798 Workweeks during the period from October 1, 2021, through October 16, 2024. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 23,789 by more than 10% (i.e., if the Workweeks exceed 26,178), then the Gross Settlement Amount will be increased on a proportional basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 26,415 Workweeks, then the Gross Settlement Amount will increase by 1%.

18. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to each Settlement Class Member's final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the

1 “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period
2 Value to yield each PAGA Employee’s Individual PAGA Payment.

3 20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
4 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
5 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
6 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
7 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
8 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
9 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
10 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
11 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
12 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
13 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

14 21. Administration of Taxes by the Settlement Administrator. The Settlement
15 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
16 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
17 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
18 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
19 taxes and other legally required withholdings to the appropriate government authorities.

20 22. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant’s Counsel do not
21 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
22 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
23 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
24 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
25 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
26 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
27 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
28 Members, and PAGA Employees should consult with their tax advisors concerning the tax

1 consequences of any payment they receive under the Settlement.

2 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
3 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
4 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
5 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
6 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
7 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
8 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
9 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
10 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
11 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
12 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
13 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
14 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
15 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
16 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
17 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
18 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
19 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
20 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S
21 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
22 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
23 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
24 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

25 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
26 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
27 are issued to the payee. It is expressly understood and agreed that payments made under this
28 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee

to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff Vitale as the representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

27. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. The Class List shall not be

shared with either Plaintiffs or Class Counsel unless expressly approved by Defendant and Defense Counsel. To protect Class Members' privacy rights, the Administrator must maintain the Class List in confidence, use the Class List only for purposes of the Settlement and for no other purpose, and restrict access to the Class List to Administrator employees who need access to the Class List to effect and perform under this Agreement

28. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute

has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class

Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

32. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute.

33. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date. Neither side shall encourage any Class Member to opt out. The foregoing percentage shall not be revealed in any

document publicly-filed or made available except may be presented to the Court for in camera inspection.

34. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

d. Approval of the application for Enhancement Payments to Plaintiffs;

e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

f. Entering judgment in the Class Action case, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Funding of the Gross Settlement Amount. No later than twenty-one (21) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for

1 the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit
2 state unemployment insurance tax ID number, and other information requested by the Settlement
3 Administrator.

4 37. Distribution of the Gross Settlement Amount. Within ten (10) business days of the
5 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
6 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
7 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to
8 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
9 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
10 timely forward these to the appropriate government authorities.

11 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
12 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
13 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
14 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
15 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
16 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
17 Members and PAGA Employees are not required to submit a claim to be issued an Individual
18 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
19 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
20 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
21 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
22 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
23 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
24 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
25 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
26 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
27 amended and/or supplemental tax filings and reporting required under applicable local, state, and
28 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement

1 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
2 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
3 PAGA Settlement.

4 39. Class Settlement Release. Upon the Effective Date and full funding of the Gross
5 Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally,
6 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
7 Released Class Claims.

8 40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
9 Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all
10 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
11 relinquished, and discharged the Released Parties of all Released PAGA Claims.

12 41. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
13 Settlement Amount, Plaintiffs, individually and on each of their own behalf, will be deemed to have
14 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
15 Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
16 attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown,
17 suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their
18 employment and/or separation of employment with Defendant, which Plaintiffs, at any time up until
19 the execution of this Settlement Agreement, had or claimed to have or may have. This includes
20 without limitation to: (a) all claims that were, or reasonably could have been, alleged, based on the
21 facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have
22 been, alleged based on facts contained in the Operative Complaint, the PAGA Notices, or ascertained
23 during the Actions; and (c) any and all claims which in any way relate to Plaintiffs' employment with
24 Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled
25 in the Operative Complaint or not, including but not limited to any claims under the Fair Labor
26 Standards Act ("FLSA"), Title VII, Americans with Disabilities Act ("ADA"), Fair Employment and
27 Housing Act ("FEHA"), Age Discrimination in Employment Act ("ADEA"), Private Attorneys
28 General Act ("PAGA"), California Labor Code, or any Industrial Welfare Commission Wage Order—

1 now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence
2 from the beginning of time to the date of execution of this Agreement. Plaintiffs acknowledge that
3 Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs
4 now know or believe to be true but agree, nonetheless, that the Plaintiffs' Release shall be and remain
5 effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of
6 them.

7 42. It is agreed that this is a general release and is to be broadly construed as a release of
8 all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a
9 release of any claims that cannot be released hereunder by law. Any and all rights granted under any
10 state or federal law or regulation limiting the effect of this Settlement Agreement, including the
11 provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
12 Section 1542 of the California Civil Code reads as follows:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
14 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
15 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
16 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
17 **THE DEBTOR OR RELEASED PARTY.**

18 43. Final Approval Order and Judgment. The Parties shall provide the Settlement
19 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
20 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
21 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
22 Class will be required.

23 44. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
24 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
25 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
26 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
27 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
28 Settlement Agreement.

45. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order and Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

46. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

47. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

48. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all

1 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
2 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
3 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
4 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
5 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
6 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
7 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
8 Agreement.

9 49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
10 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
11 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
12 Approval Hearing to be conducted by the Court.

13 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
14 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
15 except by written agreement signed by counsel for all Parties. After the filing of the motion for
16 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
17 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
18 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
19 constitute a waiver of any other provision.

20 51. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
22 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
23 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
24 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
25 full authority to enter into this Settlement Agreement, and further intend that this Settlement
26 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
27 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
28 confidentiality provisions that otherwise might apply under state or federal law.

52. Signatories. It is agreed that because the members of the Class are so numerous, it is
impossible or impractical to have each Settlement Class Member or PAGA Employee execute this

1 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
2 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
3 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
4 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
5 Member and PAGA Employee.

6 53. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
7 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 54. California Law Governs. All terms of this Settlement Agreement and attached exhibits
9 hereto will be governed by and interpreted according to the laws of the State of California.

10 55. Execution and Counterparts. This Settlement Agreement is subject only to the
11 execution of all Parties. However, this Settlement Agreement may be executed in one or more
12 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
13 copies of the signature page, will be deemed to be one and the same instrument.

14 56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
15 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
16 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
17 account all relevant factors, present and potential. The Parties further acknowledge that they are each
18 represented by competent counsel and that they have had an opportunity to consult with their counsel
19 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
20 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
21 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
22 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

23 57. Invalidity of Any Provision. Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this Settlement
26 Agreement valid and enforceable.

27 58. Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by signing this
28 Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate to implement
the Settlement. The Parties and their counsel will cooperate with each other and use their best efforts,

1 in good faith, to implement the Settlement by, among other things, modifying the Settlement
2 Agreement, submitting supplemental evidence and supplementing points and authorities as requested
3 by the Court. In the event the Parties are unable to agree upon the form or content of any document
4 necessary to implement the Settlement, or on any modification of the Agreement that may become
5 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the
6 Court for resolution. If the Court believes the amount of Administration Expenses; Attorneys' Fees,
7 Attorneys' Expenses; Service Award; or PAGA Payment should be modified, the other terms of the
8 settlement will remain in effect and any such reduction will not affect the remaining terms, other than
9 adjusting the Net Settlement Amount. A reduction to the Attorneys' Fees, Attorneys' Expenses;
10 Service Award; or PAGA Payment is not a ground for rescinding the settlement.

11 59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
12 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
13 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
14 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
15 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
16 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
17 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
18 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
19 construed as an admission or concession by Defendant of any such violations or failures to comply
20 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
21 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
22 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
23 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
24 federal, state, local, or other applicable law.

25 60. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
26 Evid. Code §1152, and all copies and summaries of the Class Data/List provided to Class Counsel by
27 Defendants in connection with the mediation, other settlement negotiations, or in connection with the
28 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be

1 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
2 than 90 days after the date when the Court discharges the Administrator's obligation to provide a
3 Declaration confirming the final pay out of all Settlement funds, upon Defendant's request, Plaintiffs
4 shall destroy, all paper and electronic versions of Class List received from Defendant.

5 61. No Publicity. Plaintiffs and Class Counsel will not contact the media about the
6 settlement or respond to any inquiries by the media regarding the Settlement, other than to state that
7 the matter was amicably settled, and the Court did not find Defendants liable. Plaintiffs and their
8 respective counsel also will not post any information about the settlement on social media or their
9 firms' websites.

10 62. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant,
11 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
12 and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to
13 disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly,
14 specifically or generally, to any person, corporation, association, government agency, or other entity
15 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
16 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
17 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
18 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
19 to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
20 such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to,
21 directly or indirectly, initiate any conversation or other communication, before the filing of the Motion
22 for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to
23 this Agreement except to respond only that "the matter was resolved," or words to that effect. This
24 paragraph does not restrict Class Counsel's communications with Class Members in accordance with
25 Class Counsel's ethical obligations owed to Class Members.

26 63. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

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

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

66. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

67. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and Class Counsel:

Jonathan M. Genish
Barbara DuVan-Clarke
BDC@blackstonepc.com
Danielle GruppChang
dgruppchang@blackstonepc.com
P.J. Van Ert
pjvanert@blackstonepc.com
Annabel Blanchard
ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Tim L. Johnson

tim.johnson@ogletree.com

Cameron J. Davila

cameron.davila@ogletree.com

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

4660 La Jolla Village Drive, Suite 900

San Diego, CA 92122

Tel : 858-652-3100 / Fax : 858-652-3101

68. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF JASMINE RODRIGUEZ

Jasmine Rodriguez

Dated: 09/29/2025

Plaintiff Jasmine Rodriguez

PLAINTIFF MICHAEL VITALE

Dated: _____

Plaintiff Michael Vitale

To Defendant:

Tim L. Johnson

tim.johnson@ogletree.com

Cameron J. Davila

cameron.davila@ogletree.com

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

4660 La Jolla Village Drive, Suite 900

San Diego, CA 92122

Tel : 858-652-3100 / Fax : 858-652-3101

68. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF JASMINE RODRIGUEZ

Dated: _____

Plaintiff Jasmine Rodriguez

PLAINTIFF MICHAEL VITALE

Dated: 09/29/2025

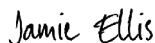
Michael Vitale

Plaintiff Michael Vitale

1
2
3 Dated: 08-Oct-2025
4

DEFENDANT FLEETLOGIX, INC.

Signed by:



2C7B7F0BCE67465...

Full Name: _____

Title: _____
On behalf of Defendant Fleetlogix, Inc.

5
6
7
8 **APPROVED AS TO FORM ONLY:**
9

10
11 Dated: 10/01/2025
12

BLACKSTONE LAW, APC



Barbara DuVan-Clarke
Attorneys for Plaintiffs Jasmine Rodriguez and
Michael Vitale,
and Proposed Class Counsel

13
14
15 **OGLETREE, DEAKINS, NASH, SMOAK &**
16 **STEWART, P.C.**



17 Dated: 10/08/2025
18

Tim L. Johnson
Cameron J. Davila
Attorneys for Defendant Fleetlogix Inc.

NOTICE OF CLASS ACTION SETTLEMENT

SAVIN, ET AL. vs. FLEETLOGIX INC.

Superior Court of California for the County of San Diego, Case No. 37-2023-0005184-CU-OE-CTL

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Jasmine Rodriguez and Michael Vitale (“Plaintiffs”) and Defendant Fleetlogix, Inc. (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the case entitled *Savin, et al. v. Fleetlogix, Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“Class” or “Class Member(s)” means all individuals who are current or former non-exempt employees of Defendant, and who did not sign an arbitration agreement, and who were employed by Defendant in the State of California at any time during the Class Period.

“Class Period” means the period from October 1, 2021 through February 13, 2025.

“Class Settlement” means the settlement and resolution of all Released Class Claims.

“PAGA Employee(s)” means all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California during the PAGA Period.

“PAGA Period” means the period from November 10, 2022 through February 13, 2025.

“PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On November 10, 2023, a former employee provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that employee contends were violated. On March 7, 2025, Plaintiffs provided an amended written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiffs contend were violated (“PAGA Letter”). On November 30, 2023, Vadim Savin (“Savin”) commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On June 30, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint. (“Operative Complaint”) in the Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among

other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action Administration as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Michael Vitale as representative of the Class ("Class Representative"), Plaintiff Jasmine Rodriguez as PAGA Representative, and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Annabel Blanchard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifteen Thousand Dollars and Zero Cents (\$815,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed Thirty-Five percent (35%) of the Gross Settlement Amount (i.e., \$285,250.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Seven Thousand Five Hundred (\$7,500.00) to each Plaintiff for their services in the Action (for a total of \$15,000.00); (3) the amount of One Hundred Thousand (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$75,000.00) ("LWDA Payment") and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4)

Settlement Administration Costs in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was employed by Defendant as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee was employed by Defendant as a non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From October 1, 2021 through February 13, 2025 (i.e., the Class Period), you are credited as having [REDACTED] Workweeks.**
- **From November 10, 2022 through February 13, 2025 (i.e., the PAGA Period), you are credited as having [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Savin v. Fleetlogix, Inc.*, Case No. 37-2023-00051984); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct

number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.2, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.2, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

"Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$285,250.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) *each* (for a total of \$15,000.00) ("Enhancement Payments"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to each of their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

APEX Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

Telephone:

Fax:

A Request for Exclusion must: (a) contain the case name and number of the Action (*Savin v. Fleetlogix, Inc.*, Case No. 37-2023-00051984); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Savin v. Fleetlogix, Inc.*, Case No. 37-2023-00051984); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-73 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through Zoom online at:
<https://www.sdcourt.ca.gov/virtualhearings>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action visiting <https://odyroa.sdcourt.ca.gov/> and entering case number 37-2023-00051984.

You may also visit the Settlement Administrator’s website at www.apexclassaction.com for key documents in the Action.

1 PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
2 INFORMATION REGARDING THIS SETTLEMENT.
3 IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT
4 THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS
5 COUNSEL.
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EXHIBIT 4



Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Jue 09/10/2025 13:54

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

10/09/2025 11:54:27 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/09/2025 11:54:27 AM your Proposed Settlement was successfully processed for case number LWDA-CM-993515-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>