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Attorneys for Plaintiffs, JASMINE RODRIGUEZ
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 other 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

**[PROPOSED] ORDER GRANTING
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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[PROPOSED] ORDER

On October 31, 2025 at 9:00 a.m. in Department C-73 of the above-captioned Court located at 330 West Broadway, San Diego, California 92101, Plaintiffs Jasmine Rodriguez (“Rodriguez” or “PAGA Representative”) and Michael Vitale (“Vitale” or “Class Representative”) (together, Vitale and Rodriguez shall be referred to as “Plaintiffs”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Joel R. Wohlfeil. Blackstone Law, APC appeared on behalf of Plaintiff and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of Defendant Fleetlogix, Inc. (“Defendant”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

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IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Annabel Blanchard in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys’ Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration

Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacity and as the representatives of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

"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 (The Class Period is defined as the period from October 1, 2021, through February 13, 2025.)"

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiffs Michael Vitale and Jasmine Rodriguez as the representatives of the Class ("Class Representatives").

9. The Court provisionally appoints Apex Class Action, LLC to handle the administration of the Settlement ("Settlement Administrator").

10. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide

1 the Class List to the Settlement Administrator, containing the following information for each Class
2 Member: full name; last known mailing address; Social Security number; number of Workweeks; and
3 Number of Pay Periods. Defendant shall calculate Workweeks and Pay Periods in the same method
4 that was used to calculate Workweeks and Pay Periods prior to mediation; in conformity with the
5 Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
7 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
8 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
9 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
10 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
11 Class Members' right to dispute the Workweeks and/or Pay Periods credited to each of them by
12 submitting a Dispute, and of each Settlement Class Member's right and opportunity to object to the
13 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
14 further finds that distribution of the Class Notice substantially in the manner and form set forth in the
15 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
16 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to
17 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
18 Notice by First-Class U.S. Mail to all Class Members within seven (7) calendar days of receipt of the
19 Class List, pursuant to the terms set forth in the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
22 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
23 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
24 before the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
25 Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Dispute
26 (“Response Deadline”). Any such person who timely and validly chooses to opt out of, and be
27 excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement
28 and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon.

1 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
2 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
3 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
4 bound by the Settlement Agreement and any final judgment based thereon.

5 13. A Final Approval Hearing shall be held before this Court on
6 _____ at _____ a.m./p.m. in Department C-73 of the San Diego
7 County Superior Court, located at 330 West Broadway, San Diego, California 92101, to determine all
8 necessary matters concerning the Settlement, including: whether the proposed settlement of the action
9 on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should
10 be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
11 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
12 and reasonable to the Class Members and PAGA Employees; and determine whether to approve the
13 requests for the Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs,
14 and allocation for the PAGA Amount.

15 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
16 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the
17 appropriate declarations and supporting evidence, including the Settlement Administrator's
18 declaration, by _____, to be heard at the Final Approval Hearing.

19 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
20 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
21 Objection must be signed and must contain the information that is required, as set forth in the Class
22 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
23 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
24 regardless of whether they have submitted a Notice of Objection.

25 16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
26 shall be construed as a concession or admission by Defendant in any way that the claims asserted have
27 any merit or that this Action was properly brought as a class or representative action, and shall not be
28 used as evidence of, or used against Defendant as, an admission or indication in any way, including

1 with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect
2 to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
3 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
4 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
5 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant,
6 including, but not limited to, evidence of a presumption, concession, indication or admission by
7 Defendant of any liability, fault, wrongdoing, omission, concession or damage.

8 17. In the event the Settlement does not become effective in accordance with the terms of
9 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
10 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
11 the parties shall revert back to their respective positions as of before entering into the Settlement
12 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
13 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

14 18. The Court reserves the right to adjourn or continue the date of the Final Approval
15 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
16 Members and retains jurisdiction to consider all further applications arising out of or connected with
17 the Settlement.

18 19. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
19 further orders of the Court at the Final Approval Hearing.

20 **IT IS SO ORDERED.**

21 Dated: _____

Honorable Joel R. Wohlfeil
Judge of the Superior Court

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EXHIBIT 1

1 **NOTICE OF CLASS ACTION SETTLEMENT**

2 **SAVIN, ET AL. vs. FLEETLOGIX INC.**

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

4 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

5 **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.**

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

7 **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.**

8 **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.

9 **I. IMPORTANT DEFINITIONS**

10 "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.

11 "Class Period" means the period from October 1, 2021 through February 13, 2025.

12 "Class Settlement" means the settlement and resolution of all Released Class Claims.

13 "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.

14 "PAGA Period" means the period from November 10, 2022 through February 13, 2025.

15 "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

16 **II. BACKGROUND OF THE ACTION**

17 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.

18 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

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

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

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

7 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The
8 Court has appointed Apex Class Action Administration as the administrator of the Settlement ("Settlement
9 Administrator"), Plaintiff Michael Vitale as representative of the Class ("Class Representative"), Plaintiff
10 Jasmine Rodriguez as PAGA Representative, and the following Plaintiffs' attorneys as counsel for the Class
11 ("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

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

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

26 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

27 **A. Settlement Formula**

28 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]**.

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

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

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

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

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

16 **D. Release of Claims**

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

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

24 “Released Class Claims” means any and all claims which were alleged or which could have been reasonably
25 alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall
26 specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide
27 compliant meal and rest periods and associated premium payments, timely pay wages during employment and
28 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.

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

3 **E. Attorneys’ Fees and Costs to Class Counsel**

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

11 **F. Enhancement Payments to Plaintiffs**

12 Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) *each* (for a total of
13 \$15,000.00) (“Enhancement Payments”), in recognition of their services in connection with the Action. The
14 Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and
15 if awarded, it will be paid to Plaintiffs in addition to each of their Individual Settlement Payment and Individual
16 PAGA Payment that they are entitled to under the Settlement.

17 **G. Settlement Administration Costs to Settlement Administrator**

18 Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Five Hundred Dollars
19 (\$12,500) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process,
20 including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests
21 for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual
22 Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the
23 Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

25 **A. Participate in the Settlement**

26 **If you want to participate in the Class Settlement and receive money from the Class Settlement, you do
27 not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual
28 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.

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

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

5 **PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR**
6 **INFORMATION REGARDING THIS SETTLEMENT.**

7 **IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT**
8 **THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS**
9 **COUNSEL.**