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Michael Vitale, and the Class

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

*Honorable Michael D. Washington
Department C-73*

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENTS, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: March 13, 2026
Time: 9:00 a.m.
Dept: C-73

Complaint Filed: November 30, 2023
FAC Filed: June 30, 2025

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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.

2. On November 10, 2023, Claimant Vadim Savin (“Savin”) provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Fleetlogix Inc. (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

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

6. On October 17, 2024, Savin propounded formal written discovery onto Defendant (specifically: Form Interrogatories - Employment Law, Form Interrogatories - General, Requests for Admission (Set One), Requests for Production of Documents (Set One), and Special Interrogatories

1 (Set One)) and noticed the deposition of Defendant's Person Most Knowledgeable.

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

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

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

18 10. The Parties worked diligently to negotiate and memorialize the terms in a
19 comprehensive settlement agreement, culminating in the execution of the Joint Stipulation of Class
20 Action and PAGA Settlement ("Settlement" or "Settlement Agreement") on October 8, 2025. A true
21 and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

22 11. On October 9, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action
23 and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents.

24 12. On October 31, 2025, the Court entered the Order Granting Preliminary Approval of
25 Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
26 the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and
27 the proposed administration procedures and associated deadlines. A true and correct copy of the
28 Preliminary Approval Order is attached hereto as **Exhibit 2**.

Summary of the Terms of the Settlement Agreement

13. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “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” or “Class Members”). The “Class Period” is defined as the period from October 1, 2021, through February 13, 2025. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California during the PAGA Period.” The “PAGA Period” is defined as the period from November 10, 2022, through February 13, 2025.

14. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 758 Settlement Class Members who worked 25,214 weeks for Defendant during the Class Period (“Workweeks”) and 1,144 PAGA Employees who worked 25,599 pay periods for Defendant during the PAGA Period (“Pay Periods”).

15. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Eight Hundred Fifteen Thousand Dollars (\$815,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Two Hundred Eighty-Five Thousand Two Hundred Fifty Dollars (\$285,250.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Eighteen Thousand Seven Hundred Ninety-Seven Dollars and Twenty-Six Cents (\$18,797.26); (3) Settlement Administration Costs in the amount Eleven Thousand Nine Hundred Seventy-Five Dollars (\$11,975.00); (4) Enhancement Payments of \$7,500 to *each* of the two Plaintiffs for a total of Fifteen Thousand Dollars (\$15,000.00); and (5) PAGA Amount of One Hundred Thousand Dollars (\$100,000.00). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Three Hundred Eighty-Three Thousand Nine Hundred Seventy-Seven Dollars and Seventy-Four Cents

1 (\$383,977.74).

2 16. The Settlement does not require Settlement Class Members to submit claims as a
3 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
4 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
5 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
6 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
7 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
8 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks
9 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
10 Administrator by dividing the amount of the PAGA Employees’ 25% share of PAGA Amount
11 (\$18,797.26) by the total number of Pay Periods worked by all PAGA Employees during the PAGA
12 Period and multiplying the result by each PAGA Employee’s Pay Periods worked during the PAGA
13 Period.

14 17. I am aware from my review of the information provided by the Settlement
15 Administrator that the estimated average gross Individual Settlement Share is \$497.73, the estimated
16 highest gross Individual Settlement Share is \$2,307.34, and the estimated lowest gross Individual
17 Settlement Share is \$14.98, the estimated average Individual PAGA Payment is \$21.85, the estimated
18 highest Individual PAGA Payment is \$57.62, and the estimated lowest Individual PAGA Payment is
19 \$0.98.

20 18. Each Individual Settlement Share will be allocated as twenty percent (20%) wages,
21 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages
22 (“Wage Portion”) will be reported on an IRS Form W-2 and the portions allocated to interest and
23 penalties (together, “Non-Wage Portion”) will be reported on an IRS Form 1099 (if applicable) by the
24 Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes
25 and withholdings with respect to the Wage Portion of the Individual Settlement Shares, and issue
26 checks to Settlement Class Members for their net payment of their Individual Settlement Share.
27 Defendant will separately pay any and all employer payroll taxes owed on the Wage Portion of the
28 Individual Settlement Shares. Each Individual PAGA Payment will be allocated as one hundred

1 percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement
2 Administrator.

3 19. Each Individual Settlement Payment and Individual PAGA Payment check will be
4 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
5 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
6 distributed by the Settlement Administrator to the State of California's Unclaimed Property Division
7 in the name of the Settlement Class Member and/or PAGA Employee at issue.

8 **Notice to the LWDA**

9 20. On October 9, 2025, Class Counsel submitted a copy of the Settlement Agreement to
10 the LWDA through its online submission portal in compliance with California Labor Code §
11 2699(l)(2). The LWDA has not objected or otherwise responded to the submission.

12 **The Settlement Is Fair and Reasonable**

13 ***Discovery and Informed Arms-Length Negotiations***

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

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

25 23. This allowed Class Counsel to conduct an informed assessment and analysis of the
26 strengths and weaknesses of the claims and the potential class-wide damages. Based on the
27 information exchanged, the Parties extensively briefed issues regarding class certification and liability
28 and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness

1 of their respective positions. At all times, Plaintiffs were willing and prepared to litigate this matter
2 through class certification and trial if the Parties had been unable to reach a favorable resolution.
3 Additionally, settlement negotiations were conducted by highly capable and experienced counsel.
4 Class Counsel are respected members of the California State Bar with strong records of vigorous and
5 effective advocacy and are experienced in handling complex wage and hour class action litigation.
6 Accordingly, Class Counsel had sufficient information and experience to act intelligently in
7 negotiating the Settlement.

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

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

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

27 27. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
28 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and

1 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
2 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
3 contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees
4 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
5 employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
6 employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
7 would substantially delay any recovery by the Class.

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

13 ***Attorneys' Fees and Costs***

14 29. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
15 \$285,250.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
16 expenses totaling Eighteen Thousand Seven Hundred Ninety-Seven Dollars and Twenty-Six Cents
17 (\$18,797.26). The requested fees and costs are fair compensation for undertaking complex, risky,
18 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
19 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
20 award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final
21 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment,
22 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

23 30. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter
24 has translated into tangible monetary benefits for the Settlement Class Members, the State of
25 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of
26 California, and the PAGA Employees will obtain monetary recovery over a relatively short period of
27 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed
28 result that compares favorably with other similar class action settlements of this type, given the

1 strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or
2 costs that would have only increased significantly had the Action progressed through trial and/or
3 appeals.

4 31. In the present case, Class Counsel has borne all of the risks and costs of litigation and
5 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
6 workload during this litigation when considering taking on additional work that was available, and
7 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
8 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
9 favorable result for the Class, the State of California, and the PAGA Employees. Considering the
10 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
11 similar matters, Plaintiffs maintain that the requested attorneys' fees of thirty-five percent (35%) of
12 the Gross Settlement Amount (i.e., \$285,250.00) are reasonable and should be awarded.

13 32. Blackstone was started in February 2018, representing plaintiffs in individual and
14 representative employment litigation. The firm has grown exponentially over the past eight-plus years,
15 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and
16 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
17 on other complex general litigation matters. Blackstone has been counsel of record on several class
18 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
19 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
20 matters as follows:

21 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
22 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
23 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
24 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
25 associate and remained employed there from September 2008 through August 2015. During his
26 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
27 employment, corporate, entertainment, and general business litigation matters, though his primary area
28 of expertise was employment, both single plaintiff and representative actions. On the vast majority of

1 those cases, he was the only or primary attorney managing the case and thus obtained extensive
2 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
3 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
4 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
5 motions and pleadings, including dispositive and certification motions; strategized on all cases;
6 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
7 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
8 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
9 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
10 the cases he managed were highly publicized, with articles written about them in the Los Angeles
11 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
12 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
13 which is well within the prevailing rate for attorneys with his experience in this area of practice in
14 Southern California.

15 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
16 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
17 employment, catastrophic injury, and class/PAGA matters with well-known plaintiffs-side wage and
18 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
19 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve
20 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
21 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of
22 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

23 c. Danielle L. GruppChang is a senior associate attorney. She graduated from California
24 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
25 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
26 California Law San Francisco (formerly known as University of California Hastings College of the
27 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
28 practiced exclusively plaintiffs' side labor and employment class and representative action law from

2017 through the present. Her hourly rate of \$825 is reasonable based on her education and experience and is in line with the market rate.

d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having worked at an employment litigation firm for 2 years, and prior to that, having served as a District Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her hourly rate of \$750 is reasonable based on her education and experience and is in line with the market rate.

e. I joined Blackstone Law, APC, in January 2024, after having worked for two years at another highly reputable employment law firm. Prior to working in employment law, I worked for over 14 years as a trusts and estates attorney, focused on special needs planning. During that time, I also worked as Court Appointed Counsel for the Los Angeles Superior Court. I graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, drafting, negotiating, and finalizing settlement agreements, engaging in motion practice, and claims evaluation and analysis. My hourly rate of \$750 is reasonable based on my education and experience and is in line with the market rate.

f. James S. Winn, Jr. joined Blackstone after working at a respected employment and personal injury plaintiff-side law firm where he handled cases from intake to post settlement. He graduated from the University of California, Santa Barbara with a Bachelor of Arts degree in Political Science with a Minor in Professional Writing in 2018. He received his Juris Doctorate Degree in 2022 from University of the Pacific, McGeorge School of Law. He was admitted to the State Bar of California in May 2023. He has worked on many wage and hour class action and PAGA representative matters, and his work has included, *inter alia*, conducting legal research, drafting pleadings,

1 stipulations, memorandums of understanding, and settlement agreements, negotiating settlement
2 terms, engaging in motion practice, and making court appearances. His hourly rate of \$550 is
3 reasonable based on his education and experience and is in line with the market rate.

4 g. The above attorneys have been approved at the above hourly rates in the following
5 cases:

6 i. *Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court
7 Case No. CIVSB2319925.

8 ii. *Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court Case
9 No. CVRI2306180.

10 iii. *Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior
11 Court Case No. 22STCV04239.

12 iv. *Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court
13 Case No. 23CV00116.

14 v. *Sanchez v. Weyerhaeuser*, Los Angeles County Superior Court Case No.
15 23STCV02624.

16 vi. *Hai v. Sunroad*, San Diego County Superior Court Case No. 37-2022-
17 00025788-CU-OE-CTL.

18 vii. *McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court
19 Case No. 23CV041360.

20 viii. *Herndon, et al. v. AgreeYa*, San Joaquin County Superior Court Case No. STK-
21 CV-UOE-2023-0002783.

22 33. Class Counsel has spent approximately 291.1 total hours litigating this matter. To date,
23 our total fees incurred amount to \$260,512.00. Each attorney who worked on this matter engaged in
24 a multitude of tasks, including communicating with the clients and defense counsel; investigating the
25 facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint
26 statements; reviewing documents; preparing for and attending mediation; and facilitating the
27 settlement by drafting the settlement documents and motion papers for obtaining settlement approval.
28 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant

community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	25.6	\$1,295	\$33,152
Barbara DuVan-Clarke	Senior Trial Attorney	82.1	\$1,095	\$86,205
Danielle L. GruppChang	Senior Associate Attorney	93.4	\$825	\$77,055
P.J. Van Ert	Associate Attorney	39	\$750	\$29,250
Annabel Blanchard	Associate Attorney	34	\$750	\$25,500
James J. Winn, Jr.	Associate Attorney	17	\$550	\$9,350

34. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our clients, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$268,012.00.

35. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Class Counsel seeks reimbursement of a total of Eighteen Thousand Seven Hundred Ninety-Seven Dollars and Twenty-Six Cents (\$18,797.26)

1 in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and
2 expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution
3 of this matter.

4 36. The requested award of Attorneys' Fees and Costs was included and set forth clearly
5 in the Class Notice provided to the Class Members.

6 ***Enhancement Payment***

7 37. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement
8 Payments in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) to each Plaintiff, for a
9 total of Fifteen Thousand Dollars (\$15,000.00). The requested Enhancement Payments are eminently
10 reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the other Class
11 Members as a result of Plaintiffs' actions. Enhancement awards in wage and hour cases typically range
12 from \$5,000.00 to \$20,000.00, although some awards are higher. The declarations of Plaintiffs Jasmine
13 Rodriguez and Michael Vitale submitted herewith detail their work and efforts in bringing and
14 litigating this matter through resolution, and support the requested Enhancement Payments. The
15 requested Enhancement Payments were also disclosed in the Class Notice provided to the Class
16 Members.

17 ***Settlement Administration Costs***

18 38. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court
19 approved, Settlement Administration Costs not to exceed Twelve Thousand Five Hundred Dollars
20 (\$12,500.00). Apex Class Action, LLC, the approved Settlement Administrator, provided Class
21 Counsel with its quote stating that its cost to administer the Settlement is Eleven Thousand Nine
22 Hundred Seventy-Five Dollars (\$11,975.00).

23 ***Allocation to the LDWA***

24 39. As part of the Settlement, Defendant has agreed to pay One Hundred Thousand Dollars
25 (\$100,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the
26 payment of Seventy-Five Thousand Dollars (\$75,000.00) (75% of the PAGA Amount) will be paid to
27 the LDWA for education and enforcement purposes.

28 40. It is extremely common in approved wage and hour class action cases that settle that

only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

41. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys’ Fees and Costs to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement.

///

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed on February 19, 2026, at Los Angeles, California.

3
4 *A. Blanchard*

5 _____
6 Annabel Blanchard
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EXHIBIT 1

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

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

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

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

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

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

24 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
25 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
26 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
27 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
28 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

Dated: 09/29/2025

Jasmine Rodriguez

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

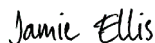
Michael Vitale

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 2

Barbara DuVan-Clarke (State Bar No. 259268)
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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

1 **~~PROPOSED~~ ORDER**

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

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

12 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

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

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

19 “All individuals who are current or former non-exempt employees of Defendant,
20 and who did not sign an arbitration agreement, and who were employed by
21 Defendant in the State of California at any time during the Class Period (The Class
22 Period is defined as the period from October 1, 2021, through February 13, 2025.)”

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

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

28 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 3-13-26 at 9:00 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 per CCP, 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.

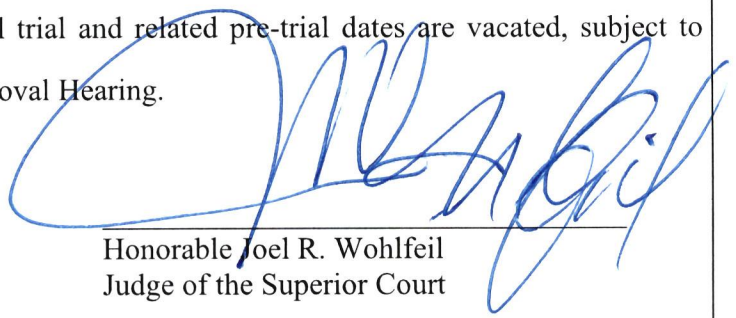
8 17. In the event the Settlement does not become effective in accordance with the terms of
9 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
10 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, 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: 10-31-25

22 
Honorable Joel R. Wohlfeil
23 Judge of the Superior Court
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EXHIBIT 1

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

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.

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.

I. IMPORTANT DEFINITIONS

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

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

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.

2

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)

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

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

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

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

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

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

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

36 According to Defendant's records:

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

41 If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in
42 writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number
43 of the Action (*Savin v. Fleetlogix, Inc.*, Case No. 37-2023-00051984); (b) contain your full name, signature,
44 address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you
45 dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct
46 number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section
47 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 **\$_____. 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 **\$_____ 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.**

EXHIBIT 3

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *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.
- *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.
- *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 County 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 County 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 association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County 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 County 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 County 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 County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

List of Expenses Items - 2/18/2026

Date	Type of Expense	Title	Amount
7/5/2023	Mailing	Mailing Cost - Welcome Pkg	\$ 1.50
7/14/2023	Mailing	Mailing Costs- Records Request to Fleetlogix, Inc	\$ 8.53
11/13/2023	Mailing	Mailing Cost- PAGA Letter to Fleetlogix, Inc.	\$ 8.53
11/13/2023	Mailing	Mailing Cost- PAGA Letter to Fleetlogix, Inc. Agent	\$ 8.53
12/22/2023	Filing	Steno - Complaint Packet	\$ 2,037.20
1/17/2024	Filing	Steno - Complaint Packet (PAGA)	\$ 647.20
2/4/2024	Filing	Steno - Personal Service	\$ 195.45
2/8/2024	Filing	Steno - Personal Service (PAGA)	\$ 195.95
4/24/2024	Filing	Steno - Case Management Statement	\$ 59.95
5/28/2024	Filing	Steno - Notice of Posting Jury Fees	\$ 262.45
9/11/2024	Mediation	Payment to Law Offices of Kevin Barnes	\$ 7,500.00
11/20/2024	Other	Payment to Berger Consulting Group	\$ 6,435.00
11/28/2024	Filing	Steno - Case Management Statement	\$ 59.95
12/12/2024	Filing	Steno - Case Management Statement (PAGA)	\$ 59.95
3/7/2025	Mailing	Mailing Cost - Welcome Pkg to Michael A. Vitale	\$ 1.77
3/7/2025	Mailing	Mailing Cost - Amended PAGA Letter to Fleetlogix, Inc	\$ 0.69
3/7/2025	Mailing	Mailing Cost - Amended PAGA Letter to Fleetlogix, Inc (Agent)	\$ 0.69
3/10/2025	Mailing	Mailing Cost to Vadim Savin (Reg)	\$ 0.69
3/10/2025	Mailing	Mailing Cost to Vadim Savin (Cert)	\$ 5.54
3/12/2025	Filing	Steno - Case Management Statement (PAGA)	\$ 99.95
3/24/2025	Filing	Steno - Notice of Remote Appearance (PAGA)	\$ 59.95
6/11/2025	Filing	Steno - Joint Stipulation to Vacate	\$ 86.95
6/27/2025	Filing	Steno - Case Management Statement (PAGA)	\$ 59.95
6/30/2025	Filing	Steno - Stipulation and Order; POS	\$ 59.95
7/3/2025	Filing	Steno - First Amended Complaint	\$ 59.95
7/29/2025	Filing	Steno - Request for Dismissal (PAGA)	\$ 59.95
9/16/2025	Mailing	Mailing Cost - Ntc and Motion to Vadim Savin	\$ 10.44
9/16/2025	Filing	Steno - Personal Service to Vadim Savin	\$ 129.00
9/22/2025	Filing	Steno - Notice and Motion to be Relieved; Declaration; POS	\$ 140.95
10/13/2025	Filing	Steno - Motion for Preliminary Approval	\$ 59.95
10/13/2025	Filing	Steno - Declaration ISO Motion for Preliminary Approval	\$ 99.95
10/27/2025	Filing	Steno - Notice of Remote Appearance	\$ 59.95
11/5/2025	Filing	Steno - Notice of Entry of MPA Order	\$ 59.95
Future Cost - Motion for Final Approval			\$ 140.95
Future Cost - Notice of Entry of MFA Order			\$ 59.95
Future Cost - Admin Decl. Re Disbursement			\$ 59.95
TOTAL:			\$ 18,797.26