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SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

ALEJANDRO ALEMAN SOLORZANO, AARON BURGESS, GLENDALE BROOKS. ANTHONY COATS, URITH LOPEZ, PETER R. PONCE, and FRANCISCO VERDUGO, as individuals on behalf of themselves, on behalf of all others similarly situated, as aggrieved employees, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

v.

PILOT TRAVEL CENTERS LLC (dba FLYING J TRAVEL CENTER and PILOT FLYING J), a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. CVRI2306961

ASSIGNED FOR ALL PURPOSES
TO JUDGE HAROLD W. HOPP

DEPT. 1

**JOINT STIPULATION OF CLASS
ACTION AND PAGA
SETTLEMENT AGREEMENT
AND RELEASE**

Original Complaint Filed: December
28, 2023

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Attorneys for Defendant, PILOT TRAVEL CENTERS LLC.

Subject to the approval of the Court, this Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement”) is made and entered into by and between Plaintiffs Francisco Verdugo, Peter Ponce, Anthony Coats, Glendale Brooks, Aaron Burgess, and Urith Lopez (“Plaintiffs”), individually and as a representatives of the Participating Class Members and PAGA Employees, on the one hand, and Defendant PILOT TRAVEL CENTERS LLC (“Defendant”), on the other hand. Plaintiffs and Defendant are jointly referred to herein as the “Settling Parties” and individually referred to herein as “Settling Party.”

I. DEFINITIONS

In addition to the other terms defined elsewhere in this Settlement, the terms below have the following meanings in this Settlement:

A. “Action” means the civil action entitled ALEJANDRO ALEMAN SOLORZANO, AARON BURGESS, GLENDALE BROOKS, ANTHONY COATS, URITH LOPEZ, PETER R. PONCE, and FRANCISCO VERDUGO v. PILOT TRAVEL CENTERS LLC, Riverside County Superior Court Case Number CVRI2306961, which was commenced on December 28, 2023.

B. “Class Counsel” means David Bibiyan and Vedang Patel of Bibiyan Law Group P.C., Shoham Solouki and Grant Savoy of Solouki Savoy LLP, and Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian of Lawyers *for* Justice, PC.

C. “Class Counsel Fees and Expenses” means the total amount of attorneys’ fees, litigation costs, and expenses awarded to Class Counsel by the Court to compensate Class Counsel for their representation of the Class in the Action as well as the PAGA Employees, including pre-filing investigation, filing of the Action, all related litigation activities including discovery, mediation, all motion work, this Settlement, and all post-Settlement compliance procedures. Counsel will apply for an award of fees not to exceed one-third (1/3) of the Maximum Settlement Amount, currently estimated to be \$1,166,666.67, and costs not to exceed \$70,000.

D. “Class” or “Class Member(s)” is defined as follows: All current and former non-exempt employees of Defendant during the Class Period.

E. “Class Period” means the period from September 23, 2022 through January 1, 2025.

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1 **F.** “Class Representatives” means Francisco Verdugo, Peter Ponce, Anthony Coats,
2 Glendale Brooks, Aaron Burgess, and Urith Lopez.

3 **G.** “Class Settlement” means the settlement and release of the Class Released Claims
4 defined in Section III (I)(1) below.

5 **H.** “Court” means the Superior Court of California for the County of Riverside.

6 **I.** “Defendant’s Counsel” means Jody A. Landry and Brittany McCarthy of Littler
7 Mendelson, PC.

8 **J.** “Effective Date” the later of: (a) the Court enters a Judgment on its Order Granting
9 Final Approval of the Settlement; and (b) the Judgment is Final.

10 **K.** “Escalator Clause” means the following: The Settlement is based on estimated
11 Workweeks of approximately 210,338 from September 23, 2022 through November 25, 2024 for the
12 Class Members. If the actual number of Workweeks at issue increases by more than 10% over 210,338,
13 which means that they must exceed 231,371, Defendant shall either increase the Maximum Settlement
14 Amount by the percentage increase above 231,371 or end the Class Period and PAGA Period on the
15 last date on which the Workweeks do not exceed 231,371. That means, for example, that if the actual
16 Workweeks as of the end of the Class Period are 233,000, and Defendant were to exercise the option
17 to increase the Maximum Settlement Amount, then Defendant would need to pay an additional
18 \$27,106.56 ($\$3,500,000 \div 210,338 = \$16.64 \times 1,629$ excess Workweeks). Defendant’s option
19 to end the Class Period and PAGA Period on an earlier date pursuant to this Paragraph must be
20 exercised prior to gathering and producing the Class List to the Settlement Administrator, that will be
21 used for the mailing of the Class Notice.

22 **L.** “Final” means that the Settlement has been finally approved by the Court without
23 material modification and either: (i) if there are no objections on the date the order for final approval
24 is issued; (ii) if an objection(s) is made and overruled, sixty (60) days from the date the order for final
25 approval is issued; or (iii) if objections are made, and an appeal is filed, the day after the Judgment is
26 affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to
27 further judicial review.

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M. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Settlement.

N. “Incentive Award” means the amounts awarded by the Court to the Class Representatives pursuant to Section III (D).

O. “Judgment” means the judgment entered by the Court after it grants final approval of this Settlement.

P. “Maximum Settlement Amount” is the total maximum potential monetary value of the settlement payable by Defendant as provided herein, which is Three Million Five Hundred Thousand Dollars (\$3,500,000.00), subject to increase pursuant to the Escalator Clause. The Maximum Settlement Amount is inclusive of all payments to Participating Class Members under the terms of this Settlement, Class Counsel Fees and Expenses awarded by the Court, the Incentive Awards approved by the Court, Settlement Administration Costs, and the LWDA Payment defined below. Defendant shall pay any and all employer-side payroll taxes separately and apart from the Maximum Settlement Amount.

Q. “Net Settlement Amount” means the Maximum Settlement Amount less: Class Counsel Fees and Expenses approved by the Court; any Incentive Award approved by the Court; Settlement Administration Costs approved by the Court; and the LWDA Payment. This is also referred to as the “Class Employee Fund.”

R. “Operative Complaint” means the Second Amended Class and Representative Action Complaint to be filed in the Action.

S. “Participating Class Member(s)” means Class Members who do not submit a timely and valid request to opt-out of the Settlement.

T. “PAGA Employees” means all current and former non-exempt employees of Defendant who worked during the PAGA Period.

U. “PAGA Period” is the period from December 28, 2022 through January 1, 2025.

V. “PAGA Pay Periods” means the pay periods actually worked by PAGA Employees for at least one day during the PAGA Period, which will be determined by Defendant’s payroll records. Defendant will provide the actual pay period count to the administrator and a declaration attesting to

the number of pay periods and the method by which Defendant determined the actual pay period count to Plaintiffs' counsel.

W. "PAGA Pay Period Value" refers to the value that is established by dividing the PAGA payment that is payable to the PAGA employees by the total PAGA Pay Periods worked during the PAGA Period. Defendant will provide the actual PAGA Pay Period count to the administrator and a declaration attesting to the number of PAGA Pay Periods and the method by which Defendant determined the actual PAGA Pay Period count to Plaintiffs' counsel.

X. "PAGA Settlement" means the settlement and release of the PAGA Released Claims defined in Section III(I)(2) below.

Y. "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

Z. "Released Parties" means Pilot Travel Centers LLC as well as its current and former parent entities, and current and former related organizations as well as Pilot Corporation, and any other entity or individual ever named in the Operative Complaint.

AA. "Settlement Administrator" means the third-party administrator appointed by the Court to administer the settlement of this Action under the terms of this Settlement. ILYM Group, Inc. ("ILYM"), shall serve as the Settlement Administrator, subject to the Court's approval.

BB. "Settlement Administration Costs" means all fees and costs owed to the Settlement Administrator in connection with administering the settlement in this Action under the terms of this Settlement.

CC. "Settlement Share" means each Class Member's *pro rata* share of the Net Settlement Amount.

DD. "Workweeks" means the weeks actually worked by Class Members for at least one day during the Class Period, which will be determined by Defendant's payroll records. Defendant will provide the actual class workweek count to the administrator and a declaration attesting to the number of workweeks and the method by which Defendant determined the actual class workweek count to Plaintiffs' counsel.

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1 **EE.** “Workweek Value” means the value that is established by dividing Class Members
2 Fund by the total Workweeks actually worked by Class Members during Class Period.

3 **II. RECITALS**

4 **A.** On December 28, 2023, Alejandro Aleman Solorzano (“Solorzano”) initiated this
5 Action by filing a class action complaint in the Riverside Superior Court. That complaint raises all of
6 the following causes of action: (1) failure to pay overtime; (2) failure to pay the minimum wage; (3)
7 failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage
8 statement violations; (7) failure to timely pay regular wages; (8) failure to reimburse expenses; (9)
9 failure to pay out vacation at termination; and (10) unfair business practices.

10 **B.** On December 28, 2023 Solorzano also submitted a PAGA exhaustion letter to the
11 LWDA (“Solorzano PAGA Letter”). The LWDA took no action on the letter. The LWDA letter
12 raises claims under the following Labor Code sections: 96, 98.6, 201, 201.3, 202, 203, 204, 212, 213,
13 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 404, 432, 432.3, 432.7, 510, 512, 558, 1102.5,
14 1194, 1194.2, 1197, 1197.1, 1197.5, 1182.12, 1198.5, 1527, 2802, 2810.5, 3366, 3457, and 8397.4.

15 **C.** On April 10, 2024, Solorzano filed a separate PAGA-only complaint in the Los Angeles
16 Superior Court (“Solorzano PAGA Action”) for civil penalties under PAGA in connection with the
17 allegations set forth in the Solorzano PAGA Letter.

18 **D.** On January 30, 2024, Plaintiffs Francisco Verdugo (“Verdugo”) and Peter Ponce
19 (“Ponce”), filed a class action lawsuit in the Los Angeles Superior Court alleging the same class claims
20 as Solorzano, other than a different claim for failure to provide records and not including a vacation
21 claim (“Verdugo and Ponce Action”). On the same date, Verdugo and Ponce submitted a letter to the
22 LWDA raising claims under all of the following Labor Code sections: 201-203, 204, 226, 226.2, 226.3,
23 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 11974.5, 1197, 1194.2, 1197, and 1198.

24 **E.** On February 14, 2024, Anthony Coats (“Coats”) filed a PAGA letter (“Coats PAGA
25 Letter”). Coats is also a former driver for Defendant. The Coats PAGA letter raises claims under
26 Labor Code section 201-204, 226(a), 226.7, 510, 512(a), 551, 558, 1174(d), 1194, 1197, 1197.1, 1198,
27 2800, 2802 and under the applicable wage orders.

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1 **F.** On April 19, 2024, Plaintiff Glendale Brooks (“Brooks”) submitted a PAGA
2 exhaustion letter to the LWDA. The LWDA took no action on the letter. The LWDA letter raises
3 claims under the following Labor Code sections: 201-204, 226(a), 226.7, 510, 512(a), 551, 552, 558,
4 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

5 **G.** On April 22, 2024, Coats filed a class and PAGA action in the San Bernardino Superior
6 Court alleging the following claims: (1) failure to pay overtime; (2) failure to provide meal periods;
7 (3) failure to provide rest periods; (4) failure to pay the minimum wage for all time worked; (5) waiting
8 time penalties; (6) failure to timely pay wages during employment; (7) inaccurate wage statements;
9 (8) failure to maintain records; (9) failure to reimburse expenses; (10) unfair business practices; and
10 (11) a PAGA claim. (“Coats Action”)

11 **H.** On October 30, 2024, Coats filed a first amended complaint in the Coats Action,
12 adding Brooks as a named plaintiff. This is referred to as the “Coats and Brooks Action.”

13 **I.** On November 25, 2024, the Settling Parties attended mediation with Gig Kyriacou,
14 Esq., an experienced mediator. After lengthy negotiations during which the Settling Parties, through
15 their counsel, recognized the burdens and risk of continuing with the litigation, the Settling Parties
16 reached this Agreement to settle and resolve the Action and Released Claims (as defined in Section
17 III(I)).

18 **J.** As part of the Agreement, Plaintiffs filed an amended PAGA exhaustion letter to the
19 LWDA adding plaintiffs Anthony Burgess and Urith Lopez to the Solorzano PAGA Letter on August
20 15, 2025 (“Amended PAGA Letter”). The LWDA took no action on the Amended PAGA Letter.

21 **K.** As part of the Agreement, Plaintiffs also filed a First Amended Complaint in the
22 Action, adding Burgess, Brooks, Coats, Lopez, Ponce, and Verdugo as named plaintiffs in the Action,
23 and adding the claims alleged in the Solorzano PAGA Action, the Verdugo and Ponce Action, and the
24 Coats and Brooks Action to the Action for the purpose of settlement approval.

25 **L.** As part of the Agreement, Plaintiffs agree to dismiss, without prejudice, the Solorzano
26 PAGA action, the Verdugo and Ponce Action and the Coats and Brooks Action within five (5) days
27 of all parties signing this Agreement. Furthermore, the Parties shall stipulate to Plaintiffs filing a
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1 Second Amended Complaint in the Action removing Solorzano as a named Plaintiff. The Second
2 Amended Complaint shall be the “Operative Complaint” in the Action.

3 **M.** The Settlement represents a compromise and settlement of highly disputed claims.
4 Nothing in the Settlement is intended, or may be construed, as an admission by Defendant that any of
5 the claims alleged in the Action have merit, or that Defendant bears any liability to the Class Members
6 or PAGA Employees on those claims, nor as an admission by the Class Members and PAGA
7 Employees that Defendant’s defenses in the Action have merit.

8 **N.** On August 20, 2025, Defendant’s counsel provided Class Counsel with a declaration
9 regarding the number of Workweeks actually worked during the Class Period. Based on the
10 information in that declaration Defendant represents that the escalator clause is not triggered in this
11 action.

12 Based on these Recitals, the Settling Parties hereby agree as follows.

13 **III. SETTLEMENT TERMS AND CONDITIONS**

14 **A. Maximum Settlement Amount.** In order to settle the Action and Released Claims,
15 Defendant agrees to pay the Maximum Settlement Amount of \$3,500,000, subject to increase pursuant
16 to the Escalator Clause. This Maximum Settlement Amount is inclusive of all payments described in
17 Section I(O). Under no circumstances shall Defendant be required to pay more than the Maximum
18 Settlement Amount, other than the amount of employer-side payroll taxes owed on the wage portion
19 of the Settlement Shares (“Employer Taxes”). Defendant shall pay the Employer Taxes separately
20 and in addition to the Maximum Settlement Amount.

21 **B. Class Counsel Fees And Expenses.** Defendant and Defendant’s Counsel will not
22 oppose Class Counsel’s application to the Court for an award of up to one-third (1/3) of the Maximum
23 Settlement Amount for attorneys’ fees (currently estimated to be \$1,166,666.67), and up to \$70,000.00
24 of the Maximum Settlement Amount for reimbursement of Class Counsel’s litigation costs and
25 expenses. Class Members, PAGA Employees and Class Counsel shall not seek payment of attorneys’
26 fees or reimbursement of costs or expenses except as set forth herein. The Settlement Administrator
27 will issue an IRS Form 1099 to Class Counsel with respect to the attorneys’ fees and costs awarded to
28 them. Defendant agrees not to oppose a motion for attorneys’ fees or a bill of costs for the

1 aforementioned amounts, provided that this should not be construed as approval or endorsement by
2 Defendant of the amount sought. Whatever amount of Class Counsel Fees and Expenses that the Court
3 approves shall be paid from the Maximum Settlement Amount. Should the Court approve an award
4 less than the amount provided for herein, the difference shall be included in the Net Settlement
5 Amount.

6 **C. LWDA Payment.** Settling Parties agree that the amount of \$350,000 of the Maximum
7 Settlement Amount is deemed payment for penalties under PAGA (“PAGA Penalties”), of which
8 seventy-five percent (75%) or \$262,500 will be paid to the Labor and Workforce Development Agency
9 (“LWDA Payment”) and the remaining twenty-five percent (25%) or \$87,500 (“PAGA Award”) will
10 be distributed to the PAGA Employees pursuant to the formula in Section III(F)(3).

11 **D. Incentive Award.**

12 1. Plaintiffs will request, and Defendant will not oppose, an incentive payment not
13 to exceed \$7,500 to each Class Representative, for a total of \$45,000 to Plaintiffs (the “Incentive
14 Award”). The Incentive Award is intended as reasonable compensation for the time and effort
15 expended by Plaintiffs as the Class Representatives in connection with the initiation and maintenance
16 of this Action, as well as assuming the risks associated with being a plaintiff of a wage and hour class
17 action. The Incentive Awards will be paid from the Maximum Settlement Amount, and will be paid
18 in addition to whatever payment Plaintiffs are otherwise entitled to as Participating Class Members.
19 The Incentive Awards will be reported to the taxing authorities by means of an IRS Form 1099. The
20 amount of the Incentive Award is left to and within the Court’s sole discretion. Whatever Incentive
21 Awards the Court orders shall be paid from the Maximum Settlement Amount. Should the Court
22 approve an award less than the amount provided for herein, or none at all, the difference shall be
23 included in the Net Settlement Amount. The Settling Parties agree that the approval, and amount, of
24 any Incentive Award in this Action shall be in the Court’s sole discretion and not subject to any appeal
25 by Plaintiffs who are the sole recipients of any approved Incentive Award. This Settlement is not
26 contingent on Plaintiffs’ receipt of any incentive award out of the Maximum Settlement Amount.

27 2. Plaintiffs acknowledge and agree that Defendant and Defendant’s Counsel have
28 made no representations or warranties regarding the tax consequences of payment of the Incentive

1 Award, and Plaintiffs have not relied on any such representations or warranties. Plaintiffs further
2 agree to pay and bear sole responsibility for all taxes, liens, levies, encumbrances, interest, and
3 penalties that may be due or payable to any taxing authority as a result of payment of any Incentive
4 Award.

5 **E. Settlement Administration Costs.** Settling Parties selected ILYM to act as the
6 Settlement Administrator and it is estimated that the fees, expenses, and costs for administration of
7 the terms of this Settlement will not exceed \$29,950 (“Settlement Administration Costs”). All of the
8 Settlement Administration Costs shall be paid from the Maximum Settlement Amount upon
9 completion of all duties required to be performed by the Settlement Administrator under the terms of
10 this Settlement, or as otherwise required by the Court, subject to the “not to exceed” quote from the
11 agreed upon Settlement Administrator. Should the Court approve an award less than the amount
12 provided for herein, or not at all, the difference shall be included in the Net Settlement Amount.

13 **F. Settlement Shares to Class Members.**

14 1. Under the Settlement, each Participating Class Member will be entitled to
15 payment of a *pro rata* portion of the Class Employee Fund (i.e., his or her Individual Settlement
16 Share). The amount that each Class Member will be eligible to receive under the Settlement will be
17 determined by converting the Class Employee Fund into a Workweek Value as described in section
18 I(BB). The Workweek Value is then multiplied by the number of Workweeks actually worked by the
19 Class Member.

20 2. Each Individual Settlement Share of the Net Settlement Amount will be
21 apportioned as follows: twenty percent (20%) as wages (the “Wage Component”) and eighty percent
22 (80%) for interest, penalties, and other non-wage damages (the “Non-Wage Component”). Each
23 Individual Settlement Share will be subject to reduction for all employee’s share of taxes and
24 withholdings on the Wage Component and shall be reported by IRS W-2 forms, and the net payment
25 will be referred to as “Individual Settlement Payment(s).” No reductions will be made to Settlement
26 Shares for any taxes or withholding in connection with the Non-Wage Component, and the Non-Wage
27 Component shall be reported by IRS 1099 forms. All Class Members covered by this Settlement agree
28 that they are not relying on any representations regarding the tax allocation or treatment of any

1 amounts paid to them under the terms of this Settlement and agree to hold Defendant and the Released
2 Parties harmless for any and all tax consequences relating to the allocation of the payments made under
3 this Settlement.

4 3. Each PAGA Employee's *pro rata* share of the PAGA Award ("Individual
5 PAGA Settlement Share") will be determined by converting the PAGA Award into a PAGA Pay
6 Period Value as described in section I(U). The PAGA Pay Period Value is then multiplied by the
7 number of PAGA Pay Periods worked by the PAGA Employee. All payments are for PAGA penalties
8 and will be reported on IRS 1099 forms.

9 **G. Distributions.**

10 1. Within five (5) calendar days of the Effective Date, the Settlement
11 Administrator will provide Class Counsel and Defendant's Counsel with the account information so
12 that Defendant can wire the Maximum Settlement Amount and the Employer Taxes, and Defendant
13 shall wire said amounts within five (5) calendar days of receipt of the account information.

14 2. The Settlement Administrator will distribute Individual Settlement Payments to
15 Participating Class Members, the PAGA Awards to each PAGA Employee, the LWDA Payment to
16 the Labor and Workforce Development Agency, the Court-approved Incentive Awards to Plaintiffs,
17 and Court-approved Class Counsel Fees and Expenses to Class Counsel, within ten (10) business days
18 of receipt of payment from Defendant pursuant to this Section III.G. of the Settlement.

19 3. Individual Settlement Payment checks issued to Participating Class Members
20 and PAGA Employees will remain valid for a period of 180 calendar days after they issue and shall
21 be cancelled thereafter. Uncashed checks and/or checks that are not cashed, deposited, or otherwise
22 negotiated, will be handled in accordance with the provisions of California Code of Civil Procedure
23 section 384, as amended.

24 **H. Payments To Class Do Not Trigger Additional or Derivative Payments.** It is
25 expressly understood and agreed that the receipt of payments under the Settlement will not entitle
26 Plaintiffs or any Participating Class Member to additional or derivative compensation or benefits under
27 any of Defendant's compensation or benefit plans or agreement in place during the period covered by
28 the Settlement, nor will it entitle Plaintiffs or any Participating Class Member to any increased

1 retirement, 401k benefits or matching benefits, or deferred compensation benefits. It is the intent of
2 this Settlement that the payments provided for in this Agreement are the sole payments to be made by
3 Defendant to Plaintiffs and Participating Class Members, and that Plaintiffs and Participating Class
4 Members are not entitled to any additional or derivative compensation or benefits as a result of having
5 received said payments (notwithstanding any contrary language or agreement in any benefit or
6 compensation plan document that might have been in effect during the period covered by this
7 Settlement).

8 **I. Release of Claims.**

9 Upon the Effective Date, and full funding of the Maximum Settlement Amount and employer-
10 side taxes, Plaintiffs, on behalf of themselves, the Class Members, the State of California, and all
11 PAGA Employees, release the Released Parties as follows.

12 1. Participating Class Members Released Claims. “Class Released Claims” means
13 all claims that were actually alleged in the Operative Complaint or that could have been alleged based
14 on the factual or legal allegations contained in the Operative Complaint, on behalf of the Class
15 Members for the entire Class Period, arising at any time during the Class Period, including but not
16 limited to: (a) failure to pay all wages owed, whether due to alleged off the clock work, failure to
17 correctly calculate the regular rate or any other theory of liability for the underpayment of the minimum
18 wage, overtime wage, or reporting time (b) failure to provide duty-free meal periods or pay premiums
19 at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay
20 premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) failure to
21 provide accurate wage statements; (f) waiting time penalties; (g) failure to timely pay wages at
22 termination, including but not limited to, failing to pay out vacation wages at termination; (h) failure
23 to timely pay wages during employment; (i) failure to maintain required records; (j) failure to pay
24 sick leave at the regular rate of pay; (k) unfair business practices in violation of California Labor Code
25 section 17200, *et seq.*, for the aforementioned, and claims for attorney’s fees and costs incurred in
26 prosecution of the Actions on behalf of the Class Members. The release of the Class Released Claims
27 shall be effective as to the entire Class Period defined above. Defendant will take action to bar any
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1 Fair Labor Standard Act (“FLSA”) claims pursuant to *Rangel v. PLS Check Cashers of California,*
2 *Inc.*, 899 F.3d 1106 (9th Cir. 2018) and Plaintiffs and their counsel will not oppose any such action.

3 2. PAGA Employees’ Released Claims. “PAGA Released Claims” means all
4 claims for civil penalties under PAGA, that were actually alleged in the PAGA exhaustion letter and
5 Operative Complaint or that could have been alleged based on the factual or legal allegations contained
6 in the PAGA exhaustion Letter and Operative Complaint by Plaintiffs, on behalf of the State of
7 California, themselves and the PAGA Employees for the entire PAGA Period, arising at any time
8 during the PAGA Period, for violations of California Labor Code and Industrial Welfare Commission
9 Wage Orders, including but not limited to: California Labor Code sections 96, 98.6, 200, 201, 201.3,
10 202, 203, 204, 204b, 204.2, 205, 205.5, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5,
11 245, 246 *et seq.*, 403, 404, 432, 432.3, 432.7, 432.8, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5,
12 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2800, 2802, 2810.3, 2810.5, 3366,
13 3457, 8397.4. and Industrial Welfare Commission Wage Orders Nos. 1, 4, 7, 9, or 17, regarding
14 minimum wage, overtime, meal periods and rest periods, record keeping, as well as allegations
15 regarding the late payment of final wages, inaccurate wage statements, day of rest violations, and
16 reporting time pay; claims for the attorney’s fees and costs incurred in the prosecution of the PAGA
17 claims on behalf of the PAGA Employees.

18 3. Complete And General Release By The Plaintiffs. Plaintiffs understand and
19 agree that they may hereafter discover facts in addition to or different from those Plaintiffs now know
20 or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective
21 Date, shall be deemed to have, and by operation of the contemplated final judgment shall have, fully,
22 finally, and forever settled and released any and all of the Released Claims, whether known or
23 unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore
24 have existed, upon any theory of law or equity now existing, including, but not limited to, alleged
25 retaliation, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law
26 or rule, without regard to the subsequent discovery or existence of such different or additional facts.
27 In exchange for the consideration provided to Plaintiffs as the Class Representatives, Plaintiffs shall
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waive any and all rights Plaintiffs may have under Civil Code section 1542. Section 1542 reads as follows:

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

Plaintiffs understand that they are providing a general release of known and unknown claims to Defendant that is effective when the Court grants final approval of the Settlement and Defendant funds the Settlement.

4. Additional Releases.

(a) Plaintiffs and the Class Members shall release the Released Parties of all claims that they may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiffs’ Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiffs’ Payment pursuant to this Settlement Agreement.

(b) Plaintiffs, the State of California, and PAGA Employees shall release the Released Parties of all claims that they may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiffs’ Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiffs’ Payment pursuant to this Settlement Agreement.

5. Release. It is the intent of the Parties that the final approval order and judgment entered by the Court shall have full *res judicata* effect and be final and binding upon the state of California, the PAGA Employees and Class Members regarding the Class Released Claims and the PAGA Released Claims.

J. Motion For Preliminary Approval.

1. Class Counsel will file an unopposed motion with the Court (the “Preliminary Approval Motion”) seeking an order approving the Settlement; setting a date for the Final Approval Hearing; approving the distribution of the Notice of Class Action Settlement (the “Class Notice”) in

1 substantively the form attached hereto as “**Exhibit A**”; and approving the procedures and deadlines
2 for disputing Workweeks and Pay Periods, opting-out of the Settlement, and objecting to the
3 Settlement. Defendant’s Counsel will either not respond or will file a notice of non-opposition to the
4 motion.

5 2. At the hearing on the Preliminary Approval Motion, the Settling Parties will
6 jointly appear, and support the granting of the motion, and submit a proposed order granting
7 preliminary approval of the Settlement, approving the Class Notice, and setting a Final Approval
8 Hearing (the “Proposed Order”) in substantively the form that is attached hereto as “**Exhibit B.**”

9 3. Should the Court, after a reasonable opportunity to cure and remedy any stated
10 deficiencies, ultimately decline to grant preliminary approval of the Settlement as proposed by the
11 Settling Parties, then the Settlement is void for lack of a condition precedent of the Settlement and the
12 Settling Parties will revert to their respective positions.

13 **K. Mailing Of Class Notice To Class Members.**

14 After the Court enters its order granting preliminary approval of the Settlement, all Class
15 Members will be provided with the Class Notice by the Settlement Administrator as follows:

16 1. Within ten (10) business days after the Court grants preliminary approval of the
17 Settlement, Defendant will provide to the Settlement Administrator the last-known contact
18 information that Defendant has for the Class Members, including their full name, mailing addresses,
19 telephone numbers, Social Security numbers, start and end dates of employment as a Class Member
20 during the Class Period, their Workweek count during the Class Period and their PAGA Period during
21 the PAGA Period (“Class Data List”). A redacted version of the Class Data List, without any personal
22 contact information or Social Security numbers, will be provided to Class Counsel, and this list will
23 be used for no purpose other than to monitor the administration of the Settlement. All data and
24 information provided to the Settlement Administrator and Class Counsel by way of the Class Data
25 List will be treated as confidential and will not be disclosed to anyone, except as may be required to
26 applicable tax authorities, pursuant to Defendant’s express written consent, by order of the Court, or
27 to carry out the reasonable steps described in this Settlement to locate missing Class Members.

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2. Within ten (10) business days after receiving the Class Data List from Defendant, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class U.S. Mail, using the last known address information provided by Defendant, unless such address is modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. Prior to completing this mailing, the Settlement Administrator will perform a National Change of Address (“NCOA”) search to confirm the validity of and update Class Members’ mailing addresses.

3. If any Class Notice is returned as undeliverable with a forwarding address within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator shall have five (5) calendar days to re-mail the Class Notice to the forwarding address. If any Class Notice is returned as undeliverable without a forwarding address within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator will have five (5) calendar days from receipt of the returned Class Notice to search for a more current address for the Class Member and to re-mail the Class Notice to the Class Member. This inquiry shall include a skip-trace search. The Settlement Administrator will be responsible for taking all reasonable steps, consistent with its agreed upon job parameters, Court orders and fee, according to the deadlines set forth in this Settlement, to administer the Settlement, including, *inter alia*, to tracking all undelivered mail, performing an address search for all mail returned without a forwarding address, and promptly re-mailing the Class Notice to Class Members as set forth herein. If the Class Notice is re-mailed, the Claims Administrator will note for its own records the date and address of each such re-mailing and so notify Class Counsel and Defendant’s Counsel. The obligation to trace and resend returned Class Notices shall cease after two mailings or thirty (30) calendar days after the initial mailing, whichever occurs first. The Response Deadline will be either the original Response Deadline or fifteen (15) calendar days after the remailing of a Class Notice in accordance with the Agreement, whichever is later.

4. The Settlement Administrator shall provide weekly status reports to counsel for the Settling Parties, including: (a) the number of Class Notices that it has mailed; (b) the number of objections, if any are received; (c) the number of disputes of Pay Periods, if any are received; and (c) the number of requests to opt-out of the Settlement, if any are received.

1 5. No later than ten (10) business days after the Response Deadline, the Settlement
2 Administrator will provide Class Counsel and Defendant's Counsel, a declaration for filing with the
3 Court in support of Plaintiff's motion for final approval of the Settlement, setting forth its due diligence
4 and compliance with its obligations under this Settlement, the total number of Workweeks in the Class
5 Period and PAGA Pay Periods in the PAGA Period, and the identities of the Class Members who have
6 opted out of the Settlement.

7 **L. Opt-Outs and Objections To The Class Settlement.**

8 Class Members are not required to sign a claim form to participate in the Settlement. Class Members
9 may opt out of the Class Settlement or submit objections to the Class Settlement pursuant to the
10 following procedures:

11 1. The Class Notice will provide that Class Members who do not want to
12 participate in the Settlement may exclude themselves by submitting a written request seeking to opt-
13 out of the Class Settlement ("Opt-Out Notice") to the Settlement Administrator not later than forty-
14 five (45) calendar days after the date that the Settlement Administrator first mails the Class Notice
15 ("Response Deadline"). An Opt-Out Notice must: (a) contain the full name, address, and last four
16 digits of the Social Security number of the person requesting to opt-out; (b) be signed by the person
17 requesting to opt-out; (c) reference the Action by its name; and (d) contain a statement clearly
18 indicating that the person submitting the request seeks to be excluded from the Settlement. If the Opt-
19 Out Notice does not contain the information listed in (a)-(d) or is not returned to the Settlement
20 Administrator postmarked by the Response Deadline, it will not be deemed timely and valid. The date
21 of the postmark on the return mailing envelope shall be the exclusive means used to determine whether
22 the Opt-Out Notice has been timely submitted. Any Class Member who submits a timely and valid
23 Opt-Out Notice will not be entitled to any recovery under the Settlement and will not be bound by the
24 terms of the Settlement, and will not have any right to object, appeal, or comment thereon. Class
25 Members who fail to submit a timely and valid Opt-Out Notice shall be Participating Class Members
26 bound by all terms of the Settlement and the contemplated Judgment if the Settlement is granted final
27 approval by the Court. No later than ten (10) business days after the Response Deadline, the
28

Settlement Administrator shall provide Counsel with a complete list of all Class Members who have submitted timely and valid Opt-Out Notices, including their full name.

2. The Class Notice will provide that Participating Class Members (i.e., Class Members who are not seeking to opt out of the Settlement) who wish to object to the Class Settlement must file with the Court and submit to the Settlement Administrator a written statement explaining their objection to the Class Settlement no later than the Response Deadline. If a Class Member opts out of the Class Settlement then said individual cannot object to the Class Settlement.

3. A Class Member who does not file and submit an objection in the manner and by the Response Deadline specified above will be deemed to have waived all objections and will be foreclosed from making any objections to the Class Settlement, whether by appeal or otherwise.

4. If a Class Member who has timely filed an objection to the Class Settlement files a Notice of Appeal of the contemplated Judgment within the time period prescribed by law, Defendant shall not be required to fund any portion of the Maximum Settlement Amount, and the Settlement Administrator shall not distribute or pay any monies until the appeal(s) are finally resolved in favor of the Settlement or dismissed with prejudice.

5. There is no statutory right for any Class Member who is covered by the PAGA portion of the Settlement to object, opt out or otherwise exclude himself or herself from the PAGA part of the Settlement. Except as otherwise stated, Plaintiff will not oppose Defendant's defense against any attempt by any PAGA Employee or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. Further, there is no right or opportunity for any PAGA Employee to appeal the approval of the Settlement by the Court. Plaintiffs will not oppose Defendant's defense against any appeal filed with respect to the Final Order and Judgment as it pertains to the PAGA part of the Settlement.

M. Resolution of Class Member Disputes Over Workweeks and/or Pay Periods. If a Class Member disputes the number of Workweeks of Pay Periods credited to him or her, which will be stated in the Class Notice, the Class Member must submit a written dispute to the Settlement Administrator, postmarked no later than the Response Deadline. The dispute must: (a) contain the full name, address, and last four digits of the Social Security number of the Class Member; (b) be signed

1 by the Class Member; (c) reference the Action by its name and case number; (d) contain a statement
2 clearly indicating that the Class Member disputes the number of Pay Periods that are credited to him
3 or her and the number of Pay Periods that the Class Member claims should be credited to him or her;
4 and (e) attach supporting documentation, if any, that they may have. If such a dispute arises with
5 respect to a Class Member, the Settlement Administrator will inform Class Counsel and Defendant's
6 Counsel. Defendant will manually review their payroll and personnel records to verify the correct
7 number of Workweeks and/or Pay Periods for the disputing Class Member and provide copies of the
8 disputing Class Member's payroll records to the Settlement Administrator. The Settlement
9 Administrator shall then verify the dates actually worked by the disputing Class Member based on
10 Defendant's payroll records. Defendant's records shall have a rebuttable presumption of correctness,
11 and Defendant's Counsel and Class Counsel shall jointly determine how the dispute should be
12 resolved. If they are unable to jointly resolve the dispute, the Settlement Administrator shall present
13 the dispute for resolution by the Court, by way of declaration to be filed in advance of the Final
14 Approval Hearing. The decision on the dispute will be non-appealable.

15 **N. No Solicitation of Objections or Opt-Outs.** Neither the Settling Parties nor their
16 respective counsel or management will solicit or otherwise encourage any Class Member, directly or
17 indirectly, to seek to opt-out from the Class Settlement, object to the Class Settlement, and/or appeal
18 from the Judgment.

19 **O. Additional Briefing and Final Approval.**

20 1. As soon as practicable following the Response Deadline, Plaintiffs will move
21 the Court for final approval of the Settlement, which will include Class Counsel's documentation and
22 argument in support of Class Counsel's Fees and Expenses and Plaintiffs' Incentive Awards.
23 Defendant agrees it will not oppose Class Counsel's application for fees and costs and Plaintiffs'
24 Incentive Awards so long as the motion(s) are in all respects consistent with the terms of this
25 Settlement. Not later than five (5) court days before the Final Approval Hearing, the Settling Parties
26 may file, jointly or separately, a reply in support of the motion or such other papers as may be necessary
27 or helpful to the Court regarding the subject matter of the motion.

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2. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Settling Parties will present a Judgment for the Court's approval and entry, which will provide that the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Settlement, (ii) addressing any claims administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

P. Options to Terminate Settlement.

1. Any reduction in the Class Counsel Fees and Expenses, and/or any reduction to the requested Incentive Award, does not constitute grounds to terminate or void the Settlement, and any such reduction does not provide a basis for appeal.

2. Defendant has the right to cancel the Settlement if more than ten percent (10%) of the Class Members submit timely and valid Opt-Out Notices. This option to cancel the Settlement must be exercised by Defendant by providing written notice to Class Counsel within ten (10) business days of Defendant's Counsel receiving notification from the Settlement Administrator that more than ten percent (10%) of the Class Members have submitted timely and valid Opt-Out Notices. If Defendant exercises the option to terminate the Settlement, then, Defendant shall be responsible for paying all settlement administration costs.

3. Either Settling Party may terminate this Settlement by giving written notice to the other Settling Party (through its counsel) no later than ten (10) calendar days after receiving notice that the following has occurred: the Court declines to enter the Preliminary Approval Order or the Final Approval Order in substantively the form submitted by the Parties. The Parties will split the administrative fees if: (i) the Settlement does not become final because of any appellate court action; or (ii) the Court's final approval of the Settlement is reversed or materially modified on appellate review.

4. In the event of termination of this Settlement as provided above, this Settlement will become and shall be considered null and void, and it will have the following effects: (i) the Settling Parties will have no further obligations under the Settlement; (ii) Defendant shall have no obligation to make any payments to any person, entity, party, Class Member or attorney that otherwise would

1 have been owed under this Settlement, except that in case of termination under Section III (P)(2),
2 Defendant will pay the Settlement Administrator's reasonable fees and expenses incurred as of the
3 date that the Settlement is terminated; (iii) in case of termination under Section III (P)(3), whichever
4 party terminates the Settlement shall pay the Settlement Administrator's reasonable fees and expenses
5 incurred as of the date that the Settlement is terminated; (iv) the Settlement and all negotiations,
6 statements and proceedings relating thereto shall be without prejudice to the rights of any of the
7 Settling Parties, all of whom shall be restored to their respective positions in the Action prior to the
8 Settlement; (v) Plaintiffs may re-file their claims alleged in the Solorzano Class Action, Solorzano
9 PAGA Action, Verdugo and Ponce Action, and the Coats and Brooks Action, and the re-filing date
10 shall relate back to the original filing dates of the Solorzano Class Action, Solorzano PAGA Action,
11 Verdugo and Ponce Action, and Coats and Brooks Action, respectively; and (vi) neither this
12 Settlement nor any ancillary documents, actions, statements or filings in furtherance of settlement
13 (including all matters associated with the mediation) shall be admissible or offered into evidence in
14 the Action or any other case or proceeding for any purpose whatsoever.

15 5. Notice of the termination of the Settlement by a Settling Parties must be
16 provided to counsel for the other Settling Party in writing.

17 **Q. Dispute Resolution.** Any disputes not resolved by the Settlement Administrator or the
18 Settling Parties will be resolved by the Court. Before any such resort to the Court, counsel for the
19 Settling Parties will confer in good faith in an attempt to resolve the dispute.

20 **R. Waiver of Right To Appeal.** Plaintiff and Class Counsel agree to waive all appeals
21 from the Court's Final Approval of this Settlement.

22 **S. Publicity.** Neither Plaintiffs nor Plaintiffs' counsel will publicize this settlement by
23 Defendant's name or location, through a press release, posting on counsels' websites, in social media
24 or by any other public means, other than necessary court filings and proceedings and submission of
25 documents and information to the LWDA, associated with the settlement. Nothing in this provision is
26 intended to prohibit (i) any Plaintiffs from discussing this settlement with his spouse or partner,
27 attorneys or tax advisor; (ii) Plaintiffs' counsel from communicating with putative class members in
28

1 the cases or with the Court in which the cases are pending; or (iii) Plaintiffs' counsel communicating
2 with third-party settlement administrators.

3 **T. Representation As To No Other Known Claims:** Class Counsel represents that as of
4 this time they do not represent any current or former employee of Defendant and have no current plans
5 to file any new litigation against Defendant.

6 **U. Fair, Adequate, And Reasonable Settlement.** This Settlement was reached after
7 extensive negotiations. The Settling Parties believe and agree that this Settlement is a fair, adequate,
8 and reasonable resolution of the Action and have arrived at this Settlement in arms-length negotiations,
9 considering all relevant factors, present and potential, and will so represent it to the Court.

10 **V. No Admission Of Liability.** Defendant and the Released Parties deny any and all
11 alleged wrongdoing or the violation of any rights of the Plaintiffs and/or Class Members and/or PAGA
12 Employees. By entering into this Settlement, Defendant does not admit, and in fact specifically
13 disclaims, the violation of any law or regulation. This Settlement is entered into solely for the purpose
14 of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed
15 as an admission of any liability or wrongdoing by Defendant, or as an admission by the Class Members
16 that any of their claims were non-meritorious or that any defense asserted by Defendant was
17 meritorious. This Settlement and the fact that the Settling Parties were willing to settle the Action and
18 have entered into this Settlement will have no bearing on, and will not be admissible in connection
19 with, any litigation, other than as is necessary to enforce the terms of this Settlement.

20 **W. Miscellaneous Terms.**

21 1. Integrated Agreement. After it is signed and delivered by all Settling Parties
22 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
23 Settling Parties relating to the terms of Settlement, and will supersede any prior or contemporaneous
24 oral representations, warranties, covenants, or inducements made to any Settling Party concerning this
25 Settlement or its exhibits, including the Settlement terms.

26 2. Execution in Counterparts. This Settlement may be executed in one or more
27 counterparts and by electronic (e.g., through DocuSign or similar service), facsimile or PDF version.
28 All executed counterparts, and each of them, will be deemed to be one and the same instrument. Any

1 executed counterpart will be admissible in evidence to prove the existence and contents of this
2 Settlement.

3 3. Modification of Settlement. This Settlement, and any and all parts of it, may
4 be amended, modified, changed, or waived only by an express written instrument signed by all Settling
5 Parties or their successors-in-interest, subject to approval by the Court.

6 4. Settlement Binding on Successors. This Settlement will be binding upon, and
7 inure to the benefit of, the successors of each of the Settling Parties and Participating Class Members.

8 5. Applicable Law. All terms and conditions of this Settlement and its exhibits
9 will be governed by and interpreted according to the laws of the State of California, without giving
10 effect to any conflict of law or choice of law principles.

11 6. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
12 Action, subject to necessary compliance with the Court's orders, except such proceedings necessary
13 to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by
14 the Court.

15 7. Authorization to Enter Into Settlement Agreement. Counsel for all Settling
16 Parties warrant and represent they are expressly authorized by the Settling Parties whom they represent
17 to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
18 such Settling Parties pursuant to this Agreement to effectuate its terms, and to execute any other
19 documents required to effectuate the terms of this Agreement. The Settling Parties and their counsel
20 will cooperate with each other and use their best effort to effectuate the implementation of the
21 Settlement. In the event the Settling Parties are unable to reach agreement on the form or content of
22 any document needed to implement the Settlement, or on any supplemental provisions that may
23 become necessary to effectuate the terms of this Settlement, the Settling Parties may seek the
24 assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of
25 Defendant represents and warrants that s/he is authorized to sign this Agreement on behalf of
26 Defendant. The Class Representative represents and warrant that she is authorized to sign this
27 Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a
28 third-party.

8. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard,

Los Angeles, CA 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Arby Aiwazian (SBN 269827)

aa@calljustice.com

Joanna Ghosh (SBN 272479)

joanna@calljustice.com

Brian J. St. John (SBN 258135)

brian@calljustice.com

Maria Halwadjian (SBN 358015)

maria@calljustice.com

LAWYERS for JUSTICE, PC

450 North Brand Blvd., Suite 900

Glendale, California 91203

Tel: (818) 265-1020 / Fax: (818) 265-1021

SOLOUKI | SAVOY, LLP

SHOHAM J. SOLOUKI (SBN 278538)

Shoham@soloukisavoy.com

GRANT JOSEPH SAVOY (SBN 284077)

Grant@soloukisavoy.com

316 W. 2nd Street, Suite 1200

Los Angeles, California 90012

Telephone: (213) 814-4940

Facsimile: (213) 814-2550

To Defendant:

Jody A. Landry, Esq.

jlandry@littler.com

Brittany McCarthy, Esq.

bmccarty@littler.com

LITTLER MENDELSON, P.C.
501 West Broadway, Suite 900
San Diego, California 92101

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

///

IT IS SO AGREED.

Dated: 10/22/2025

Signed by:

57325286142E481...
Francisco Verdugo
Plaintiff

Dated: 10/22/2025

DocuSigned by:

CA833AA5AD524AE...
Peter Ponce
Plaintiff

Dated: 10/27/2025

Electronically Signed

2025-10-27 20:44:29 UTC - 106.147.151.78
Nintex AssureSign®
Anthony Coats
Plaintiff

Dated:

Glendale Brooks
Plaintiff

Dated:

Aaron Burgess
Plaintiff

Dated:

Urith Lopez
Plaintiff

For Defendant Pilot Travel Centers LLC:

Dated:

Jospeh Lillo, EVP and Chief Financial Officer,
Pilot Travel Centers LLC

LITTLER MENDELSON, P.C.
501 West Broadway, Suite 900
San Diego, California 92101

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

///

IT IS SO AGREED.

Dated: 10/22/2025

Signed by:

57325286142E481...
Francisco Verdugo
Plaintiff

Dated: 10/22/2025

DocuSigned by:

CA833AA5AD524AE...
Peter Ponce
Plaintiff

Dated:

Anthony Coats
Plaintiff

Dated: 10/27/2025

Electronically Signed

Nintex AssureSign® 2025-10-27 18:39:01 UTC - 76.86.67.32
0d0bae70-da57-4052-8976-b3830131c409
Glendale Brooks
Plaintiff

Dated:

Aaron Burgess
Plaintiff

Dated:

Urith Lopez
Plaintiff

For Defendant Pilot Travel Centers LLC:

Dated:

Jospeh Lillo, EVP and Chief Financial Officer,
Pilot Travel Centers LLC

LITTLER MENDELSON, P.C.
501 West Broadway, Suite 900
San Diego, California 92101

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

///

IT IS SO AGREED.

Dated: _____

Francisco Verdugo
Plaintiff

Dated: _____

Peter Ponce
Plaintiff

Dated: _____

Anthony Coats
Plaintiff

Dated: _____

Glendale Brooks
Plaintiff

Dated: 10/22/2025

Aaron Burgess

Aaron Burgess
Plaintiff

Dated: 10/24/2025

Urith Lopez

Urith Lopez
Plaintiff

For Defendant Pilot Travel Centers LLC:

Dated: _____

Jospeh Lillo, EVP and Chief Financial Officer,
Pilot Travel Centers LLC

APPROVED AS TO FORM:

David D. Bibiyan

Date: 10/27/2025

David Bibiyan
Attorney for Plaintiffs, Aaron Burgess, and Urith Lopez

Maria Halwadjian

Date: 10/27/2025

Brian J. St. John
Maria Halwadjian
Attorney for Plaintiffs Glendale Brooks and Anthony Coats

DocuSigned by:
[Signature]
A75C1CB1A773447...

Date: 10/22/2025

Shoham Solouki
Grant Joseph Savoy
Attorney for Plaintiffs Francisco Verdugo and Peter Ponce

Jody A. Landry
Jody A. Landry
Attorney for Defendant

Date: _____

LITTLER MENDELSON, P.C.
501 West Broadway, Suite 900
San Diego, California 92101

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

///

IT IS SO AGREED.

Dated: _____

Francisco Verdugo
Plaintiff

Dated: _____

Peter Ponce
Plaintiff

Dated: _____

Anthony Coats
Plaintiff

Dated: _____

Glendale Brooks
Plaintiff

Dated: _____

Aaron Burgess
Plaintiff

Dated: _____

Urith Lopez
Plaintiff

For Defendant Pilot Travel Centers LLC:

Dated: 10/30/2025 | 4:46 PM EDT

DocuSigned by:

Joe Lillo

9C2C8A9A872E42D...

Jospeh Lillo, EVP and Chief Financial Officer,
Pilot Travel Centers LLC

1 APPROVED AS TO FORM:

2
3 _____ Date: _____
4 David Bibiyan
5 Attorney for Plaintiffs, Aaron Burgess, and Urith Lopez

6 _____ Date: _____
7 Brian J. St. John
8 Maria Halwadjian
9 Attorney for Plaintiffs Glendale Brooks and Anthony Coats

10 _____ Date: _____
11 Shoham Solouki
12 Grant Joseph Savoy
13 Attorney for Plaintiffs Francisco Verdugo and Peter Ponce

14 _____ Date: October 30, 2025
15 
16 Jody A. Landry
17 Attorney for Defendant
18
19
20
21
22
23
24
25
26
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EXHIBIT A

TO: All current and former non-exempt employees of Pilot Travel Centers LLC in California from September 23, 2022, through January 1, 2025.

THIS NOTICE MAY AFFECT YOUR RIGHTS.

PLEASE READ THIS NOTICE CAREFULLY.

YOU ARE HEREBY NOTIFIED THAT A HEARING HAS BEEN SCHEDULED FOR _____, 2026 AT _____ BEFORE THE HONORABLE HAROLD W. HOPP, SUPERIOR COURT JUDGE OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, TO CONSIDER A PROPOSED SETTLEMENT OF THE CLAIMS THAT HAVE BEEN BROUGHT ON YOUR BEHALF.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at _____, by contacting Class Counsel (contact information set out in section VII below), by accessing the Court docket in this case through the Superior Court of California for the County of Riverside's website at "<https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>", or by visiting the office of the Clerk of the Court located at 4050 Main Street, Riverside, California, 92501, Monday through Friday, excluding Court holidays. PLEASE DO NOT WRITE TO OR TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. The Amount you will be paid under this Settlement is on the last page of this document.

I. INTRODUCTION

On December 28, 2023, this lawsuit was initially filed as a class action in Riverside County. Other lawsuits were filed after that which are related. The Operative Complaint was submitted on _____, 2025 and includes class claims and claims under the Private Attorney General ("PAGA") brought by Plaintiffs Francisco Verdugo, Peter Ponce, Anthony Coats, Glendale Brooks, Aaron Burgess, and Urith Lopez ("Plaintiff's") against Defendant Pilot Travel Centers LLC. ("Defendant")

Class Counsel in this matter are David Bibiyan and Vedang Patel of Bibiyan Law Group P.C., Shoham Solouki and Grant Savoy of Solouki Savoy LLP, and Arby Aiwazian, Joanna Ghosh, and Maria Halwadjian of Lawyers for Justice, PC.

A proposed settlement of the case has been reached with Defendant. The Settlement applies

1 to the following settlement class: All current and former non-exempt employees of Defendant in
2 California from September 23, 2022 through January 1, 2025 ("Class Members"). This is referred to
herein as the "Class Period."

3 The Released Parties, if the Settlement is granted final approval are as follows: Pilot Travel
4 Centers LLC as well as its current and former parent entities, and current and former related
5 organizations as well as Pilot Corporation, and any other entity or individual ever named in the
Complaint.

6 **II. THE REASON YOU HAVE RECEIVED THIS NOTICE**

7 You are a Class Member for purposes of the settlement of this case. Your rights will be affected
because the Plaintiffs and Defendant ("the Parties"), have tentatively settled the lawsuit. Pursuant to
8 that proposed settlement, the Court is considering the entry and final approval of the settlement. On
[insert date of preliminary approval], 2025, the Court preliminarily determined that this lawsuit could
be settled against Defendant.

9 You are hereby notified that:

- 10 1. A settlement of the claims of on behalf of the Class Members has been proposed by Plaintiffs,
11 on the one hand, and Defendant, on the other.
- 12 2. The proposed settlement has been submitted to the Court and has received preliminary
13 approval.
- 14 3. You and any Class Members have the right to object to the proposed settlement by following
15 the procedures in Part V of this notice or to opt out of the proposed settlement by following
the procedures set forth in Part VI of this notice.
- 16 4. A hearing to finally approve the settlement is scheduled for _____, 2026 at _____
17 in Dept. 1, at the Riverside Superior Court, located at 4050 Main Street, Riverside California,
92501, before the Honorable Harold W. Hopp.

18 At the hearing, any Class Members who did not opt-out may appear and object to the proposed
19 settlement. However, following the procedures set forth in Part V of this Notice are strongly
encouraged. You should read that part carefully.

20 This Notice is not to be understood as an expression of any opinion by the Court as to the
21 merits of any claims or defenses asserted by any party in this lawsuit. This notice is sent for the sole
22 purpose of informing you of the pendency of this lawsuit and the terms of the proposed settlement so
that you may make appropriate decisions. You may obtain a copy of the Settlement Agreement by
contacting Class Counsel, who are identified in Part VII below.

23 **III. NATURE OF THE LAWSUIT**

24 In this case, Plaintiffs sued Defendant for alleged violations of California's wage and hour
25 laws with respect to Plaintiffs and Class Members as follows: (1) failure to pay all wages due for all
26 time worked, including the minimum wage; (2) failure to pay overtime for all overtime hours worked
and at the correct rate of pay; (3) failure to provide timely meal periods or pay a premium at the regular
27 rate of pay in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium at the
regular rate of pay in lieu thereof; (5) failure to reimburse business expenses; (6) failure to furnish
28 accurate wage statements; (7) failure to timely pay all wages due at termination, including vacation
pay; (8) failure to timely pay wages during employment; (9) failure to pay sick leave at the correct

rate; (10) failure to maintain required records; (11) violation of the California Business & Professions Code section 17200, et seq.; and (12) penalties under PAGA. The lawsuit also seeks attorney's fees and costs. Defendant denied and continues to deny all of the allegations made by Plaintiffs.

Plaintiffs and Defendant have tentatively settled this lawsuit. The settlement has received preliminary approval of the Court, subject to notice being provided to Class Members and final approval by the Court after a public hearing. This proposed settlement is described in the next section.

As one of the Class Members, you will receive money from the proposed settlement if the Court grants final approval. If the proposed settlement is not approved, then the offer of settlement will be deemed withdrawn, and the case will proceed in Court as if no settlement had ever been made.

IV. SUMMARY OF THE RELIEF GRANTED BY THE PROPOSED SETTLEMENT AGREEMENT

For purposes of settlement, and without admitting any liability, Defendant has agreed to provide certain relief to Class Members. The following is only a summary of the relief contained in the proposed settlement. In the event there are any conflicts between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall govern. The relief granted by the proposed Settlement Agreement is summarized as follows:

1. Defendant will pay the total sum ("Sum") Three Million Five Hundred Thousand Dollars (\$3,500,000.00), which includes attorneys' fees of one-third of the Sum (currently estimated to be \$1,166,666.67), actual costs awarded to Class Counsel not to exceed Seventy Thousand Dollars (\$70,000.00), incentive awards to the Class Representatives in the amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) each, for a total of Forty Five Thousand Dollars (\$45,000) to Plaintiffs, the costs of the appointed Settlement Administrator in the amount of ____ (\$0.00), \$350,000.00 deemed payment for PAGA penalties (the "PAGA Payment") (75% goes to the LWDA and 25% to Class Members who worked from December 28, 2022 through January 1, 2025 [the "PAGA Employees"]), and employee-side payroll taxes on the portion of the settlement treated as wages. Employer-side payroll taxes shall be paid in addition to the Sum.
2. Out of the Sum, Defendant will pay reasonable attorneys' fees as determined by the Court not to exceed one-third (1/3) of the total Sum and actual costs incurred by Class Counsel (not to exceed \$70,000). All payments for attorneys' fees and costs will be paid from the Sum, which will reduce any payments made to the Class Members. Class Counsel will apply to the court for approval of their attorneys' fees and costs at the same hearing scheduled to finally approve the settlement.
3. Plaintiffs will apply for an enhancement payment in the amount not to exceed \$7,500 to each of them in recognition of the time and effort Plaintiffs expended in this case on behalf of the Class Members, as well as assuming the risks associated with being a plaintiff of a wage and hour class action.
4. The settlement provides monetary compensation to the Class Members for unpaid compensation, premiums, expenses, interest thereon, PAGA penalties and other penalties.
5. Any Participating Class Member has the right to object to the proposed settlement by following

the procedures set forth in Part V below or to opt out as set forth in Part VI below.

6. In exchange for the payments set forth above, the Class Member will provide Defendant with the releases set forth in Section VIII below.

Based upon the equitable formula that has been devised, not all Participating Class Members will receive the same amount from the settlement. Monies paid pursuant to the Class Members are taxable; all lawful payroll deductions will be taken from twenty percent (20%) of each Class Employee's payment, while the remaining eighty percent (80%) will be paid without payroll deductions. Payments to the PAGA Employees will be paid without payroll deductions. The amount you are projected to receive, which is reflected on the last page, is your *pro rata* share of the settlement based on your actual Workweeks during the Class Period.

V. HEARING AND PROCEDURE FOR OBJECTING TO THE SETTLEMENT AGREEMENT

You do not need to appear at the hearing at which the Court will consider final approval of the Settlement Agreement. However, if you object you can appear at the hearing or submit a written objection. All written objections and supporting papers must (a) clearly identify the case name and number (*Solorzano et al. v. Pilot Travel Centers LLC* Case No. CVRI2306961), (b) be submitted to the Settlement Administrator at _____, and (c) be filed or postmarked on or before _____ 2025.

Even if you don't submit a written objection, you may, if you wish, appear at the Final Approval Hearing set for _____, 2026 at _____ .m. in the Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA, 92501, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at "<https://www.riverside.courts.ca.gov/remoteppearance>". You may also retain an attorney to represent you at the Hearing at your own expense.

If you opt out of the case you cannot object to the settlement.

VI. OPT-OUT PROCEDURE

You may opt-out of the settlement by submitting an opt-out notice to the Settlement Administrator at [list address] not later than forty-five (45) calendar days after the date that the Settlement Administrator first mails the Class Notice – that means that it must be post-marked by _____, 2026. To be valid, the opt-out notice: (1) must contain your full name, address and last four digits of your social security number; and (2) must be signed by you. The opt-out notice should also state in substance: "*I wish to opt-out of the class action settlement in the Solorzano case and that I understand that by requesting to opt-out of the settlement, I will receive no money from the settlement.*" If the opt-out notice does not contain the information listed in (1)-(2) or is not postmarked by the date stated above and returned to the Settlement Administrator at the specified address, it will not be deemed a timely and valid request to opt-out of the settlement. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the opt-out form has been timely submitted. Any Class Members who submit a timely and valid opt-out notice from the settlement will not be entitled to any recovery under the settlement (except for his or her portion of the PAGA Payment, if applicable) and will not be bound by the terms of the settlement, will not release the Class Released Claims, and will not have any right to object, appeal, or comment thereon. Class Members who fail to submit a timely and valid opt-out request on or before the Response Deadline shall be Class Members bound by all terms of the settlement and the Final Approval Order entered in this Action if the settlement is approved by the Court. If you opt-out you have no right to object to

the settlement.

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

VII. CLASS COUNSEL

If you have any questions concerning the proposed Settlement Agreement, or this Notice, you may contact either of the following Class Counsel:

BIBIYAN LAW GROUP, P.C.

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david@tomorrowlaw.com

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Los Angeles, CA 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

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284077)

Grant@soloukisavoy.com

316 W. 2nd Street, Suite 1200

Los Angeles, California 90012

Telephone: (213) 814-4940

Facsimile: (213) 814-2550

VIII. RELEASES

Upon the Effective Date, and full funding of the Maximum Settlement Amount and employer-side taxes, Plaintiffs, on behalf of themselves, the Class Members, the State of California, and all PAGA Employees, release the Released Parties as follows:

Participating Class Members Released Claims. "Class Released Claims" means all claims that were actually alleged in the Operative Complaint or that could have been alleged based on the factual or legal allegations contained in the Operative Complaint, on behalf of the Class Members for the entire Class Period, arising at any time during the Class Period, including but not limited to: (a) failure to pay all wages owed, whether due to alleged off the clock work, failure to correctly calculate the regular rate or any other theory of liability for the underpayment of the minimum wage, overtime wage, or reporting time (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) failure to provide accurate wage statements; (f) waiting time penalties; (g) failure to timely pay wages at termination, including but not limited to, failing to pay out vacation wages at termination; (h) failure to timely pay wages during employment; (i) failure to maintain required records; (j) failure to pay sick leave at the regular rate of pay; (k) unfair business practices in violation of California Labor Code section 17200, et seq., for the aforementioned, and claims for attorney's fees and costs incurred in prosecution of the Actions on behalf of the Class Members. The release of the Class Released Claims shall be effective as to the entire Class Period defined above. Defendant will take action to bar any Fair Labor Standard Act ("FLSA") claims pursuant to Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (9th Cir. 2018) and Plaintiffs and their counsel will not oppose any such action.

PAGA Employees' Released Claims. "PAGA Released Claims" means all claims for civil penalties under PAGA, that were actually alleged in the PAGA exhaustion letter and Operative Complaint or that could have been alleged based on the factual or legal allegations contained in the PAGA exhaustion Letter and Operative Complaint by Plaintiffs, on behalf of the State of California, themselves and the PAGA Employees for the entire PAGA Period, arising at any time during the PAGA Period, for violations of California Labor Code and Industrial Welfare Commission Wage Orders, including but not limited to: California Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.2, 205, 205.5, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246 et seq., 403, 404, 432, 432.3, 432.7, 432.8, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2800, 2802, 2810.3, 2810.5, 3366, 3457, 8397.4. and Industrial Welfare Commission Wage Orders Nos. 1, 4, 7, 9, or 17, regarding minimum wage, overtime, meal periods and rest periods, record keeping, as well as allegations regarding the late payment of final wages, inaccurate wage statements, day of rest violations, and reporting time pay; claims for the attorney's fees and costs incurred in the prosecution of the PAGA claims on behalf of the PAGA Employees.

"Released Parties" means Pilot Travel Centers LLC as well as its current and former parent entities, and current and former related organizations as well as Pilot Corporation, and any other entity or individual ever named in the Complaint.

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR
THE OFFICE OF THE CLERK FOR INFORMATION REGARDING
THIS SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT A

[name/ID#]

Defendant's records indicate that during the applicable time period, from September 23, 2022 through January 1, 2025, you worked ____ Workweeks as a California non-exempt employee for Defendant, and ____ Pay Periods during the PAGA Period, which is December 28, 2022 through January 1, 2025.

If you disagree with the Workweek figure as set forth above, you must notify the Settlement Administrator in writing by the deadline of _____, 2025. Your dispute (1) must contain your full name, address and last four digits of your social security number; (2) must be signed by you; (3) must reference the case name and number (*Solorzano et al. v. Pilot Travel Centers LLC* Case No. CVRI230696) and contain a statement describing your dispute along with any documentation supporting your dispute. Failure to provide this information and satisfactory supporting documentation of the Pay Periods you believe you worked for Defendant during the applicable time period will result in any claim you submit being based solely on Defendant's records.

ESTIMATED CLAIM AMOUNT

Based on the above your estimated payment is \$_____ ("Individual Settlement Amount"). This estimated amount is only an estimate and does not include the PAGA Payment, if any will be paid. The actual amount of your Individual Settlement Amount may increase or decrease based on several factors, including the final amounts approved by the Court and disputes raised by other Class Members. As a result, you may receive a smaller, or larger, payment.

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Exhibit B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ALEJANDRO ALEMAN SOLORZANO,
AARON BURGESS, GLENDALE
BROOKS. ANTHONY COATS, URITH
LOPEZ, PETER R. PONCE, and
FRANCISCO VERDUGO, as individuals
on behalf of themselves, on behalf of all
others similarly situated, as aggrieved
employees, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff,

v.

PILOT TRAVEL CENTERS LLC (dba
FLYING J TRAVEL CENTER and PILOT
FLYING J), a Delaware limited liability
company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. Case No. CVRI2306961

ASSIGNED FOR ALL PURPOSES TO
JUDGE HAROLD W. HOPP / DEPT. 1

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT OF CLASS ACTION AND
PAGA MATTER**

Complaint Filed: December 28, 2023

WHEREAS this Action is pending before this Court as a putative class action lawsuit and Private Attorney General Action brought by the Plaintiffs Aaron Burgess, Glendale Brooks, Anthony Coats, Urith Lopez, Peter Ponce and Francisco Verdugo (“Plaintiffs”) against Defendant Pilot Travel Centers LLC (“Defendant”); and

WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Joint Stipulation of Class Action and PAGA Settlement Agreement and Release (the “Stipulation” or “Settlement” or “Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement and final resolution of the Action upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the exhibits annexed thereto;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1 1. This Order incorporates by reference the definitions in the Stipulation, and all terms
2 defined therein shall have the same meaning in this Order as set forth in the Stipulation. Per the
3 Parties' Stipulation, the Court hereby conditionally certifies the following settlement Class: (1) : All
4 current and former non-exempt employees of Defendant in California from September 23, 2022
5 through January 1, 2025 ("Class Members").

6 2. Upon the Final Order, Participating Class Members who do not opt out of the Class
7 Settlement will release all claims that were alleged or that could have been alleged based on the facts
8 in Plaintiffs' Operative Complaint as defined in the Stipulation as "Class Released Claims" from
9 September 23, 2022 through January 1, 2025.

10 3. The "Released Parties" means Pilot Travel Centers LLC as well as its current and
11 former parent entities, and current and former related organizations as well as Pilot Corporation, and
12 any other entity or individual ever named in the Complaint. In addition, upon the Final Order and
13 Judgment on this matter the PAGA Employees and the State of California will release the PAGA
14 Claims during the PAGA Period against the Released Parties.

15 4. Should, for whatever reason, the Settlement not become final, the fact that the Parties
16 were willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor
17 be admissible in connection with, the issue of whether a class should be certified in a non-settlement
18 context.

19 5. Plaintiffs are hereby appointed and designated, for all purposes, as the Class
20 Representatives of the Class Members, and the following attorneys are hereby appointed and
21 designated as counsel for the Class Representative, the Class, and the PAGA Employees: David
22 Bibiyan and Vedang Patel of Bibiyan Law Group P.C., Shoham Solouki and Grant Savoy of Solouki
23 Savoy LLP, and Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian of Lawyers
24 *for Justice*, PC ("Class Counsel"). Class Counsel are authorized to act on behalf of Class Members
25 with respect to all acts or consents required by, or which may be given pursuant to, the Settlement,
26 and such other acts reasonably necessary to consummate the Settlement. Any Class Member may
27 enter an appearance through counsel of such Class Member's own choosing and at such Class
28

1 Member's own expense. Any Class Member who does not enter an appearance or appear on his or
2 her own will be represented by Class Counsel.

3 6. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable
4 and adequate, and one that would merit, ultimately, final approval by this Court. The Court has
5 reviewed the Settlement and recognizes the value thereof to the Class Members. The Court finds, on
6 a preliminary basis, that the Settlement is fair, adequate and reasonable as to all Class Members when
7 balanced against the potential outcomes of further litigation relating to liability and damages issues.
8 The Court further finds that the Settlement has been reached as the result of serious and non-collusive,
9 arms-length negotiations by Defendant and Plaintiffs (the "Settling Parties").

10 7. A final approval hearing (the "Settlement Hearing") shall be held before this Court,
11 located at _____, Riverside California, _____, on _____, 2026 at _____m., in
12 Department 1, to determine all necessary matters concerning the Settlement, including: whether the
13 proposed settlement of the Action should be finally approved by the Court; whether a Judgment, as
14 provided in the Stipulation, should be entered herein; whether the plan of allocation contained in the
15 Stipulation should be approved as fair, adequate and reasonable to the Class Members; and to finally
16 approve Class Counsel's Fees and Expenses Award, the Class Representatives' Incentive award,
17 payment to the Labor and Workforce Development Agency and the Settlement Administration Costs.

18 8. The Court hereby approves, as to form and content, the Notice, attached as Exhibit A
19 to the Stipulation. The Court finds that distribution of the Notice, substantially in the manner and form
20 set forth in the Stipulation and this Order, meets the requirements of due process, is the best notice
21 practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled
22 thereto.

23 9. Within ten (10) business days after the entry of this Order, Defendant shall provide to
24 the Settlement Administrator the last-known contact information that Defendant has for the Class
25 Members, including their full name, mailing addresses, telephone numbers, Social Security numbers,
26 start and end dates of employment as a Class Member during the Class Period, their Workweek count
27 during the Class Period and their PAGA Period during the PAGA Period ("Class Data List").
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1 10. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator and hereby
2 directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members
3 the Notice (Exhibit A) by first class mail at their last known address within ten (10) business days of
4 receiving the Class List from Defendant.

5 11. Any Class Member (as defined by the Stipulation) may choose to opt-out of the
6 Settlement or object to the Settlement as provided in the Notice by following the instructions for
7 requesting exclusion from the Settlement Class or objecting to the Settlement. Class Members will
8 have forty-five (45) calendar days from the date of mailing of the Notice in which to postmark
9 objections or a notice of opting out. Prior to the initial mailing, the Settlement Administrator will
10 check all Class Member addresses against the National Change of Address database and shall update
11 any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned,
12 undelivered mail within five (5) calendar days of receiving notice that a Notice was undeliverable.
13 The obligation to trace and resend returned Class Notices shall cease after two mailings or thirty (30)
14 calendar days after the initial mailing, whichever occurs first. The time period to respond may not be
15 extended on account of a returned or undeliverable mailing. Any written request to opt-out must be
16 signed by each such person opting out. All Class Members who do not timely and properly notify the
17 Settlement Administrator of their desire to opt-out of the Settlement, shall become bound by all
18 determinations of the Court, the Stipulation and Judgment. PAGA Employees have no ability to opt-
19 out of the PAGA portion of the settlement.

20 12. Any Class Member who did not opt-out may appear at the Final Fairness and Approval
21 Hearing and may object to the Settlement, and may present evidence and file briefs or other papers
22 that may be proper and relevant to the issues to be heard and determined by the Court as provided in
23 the Notice. In order to object the Class Member may file with the Court and submit to the Settlement
24 Administrator a written statement explaining their objection to the Settlement no later than the forty-
25 five (45) calendar days from the date of mailing of the Notice. Counsel for the Parties shall file any
26 response to the objections submitted by objecting Class Members at least ten (10) court days before
27 the date of the Final Fairness and Approval Hearing.
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13. The Settlement is not a concession or admission, and shall not be used against Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

a. Construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Settling or Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Settling or Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

b. Disclosed, referred to, or offered or received in evidence against any of the Settling or Released Parties in any further proceeding in the Action, or in any other civil, criminal or administrative action or proceeding, except for purposes of settling the Action pursuant to the Stipulation.

14. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

15. In the event the Settlement does not become effective in accordance with the terms of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated and the Parties shall revert to their respective positions as of before entering into the Stipulation.

The Court reserves the right to adjourn or continue the date of the Settlement Hearing and all dates provided for in the Stipulation without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____

HAROLD W. HOPP,
JUDGE OF THE SUPERIOR COURT

4863-5327-0317.1 / 043135-1101