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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SHANE UNDERWOOD, individually,
and on behalf of other members of the
general public similarly situated;

Plaintiff,

vs.

VOLVO GROUP NORTH AMERICA,
INC., a Delaware corporation; SABA
HOLDING COMPANY, LLC DBA
VOLVO CONSTRUCTION &
EQUIPMENT SERVICES, a Delaware
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. CVRI2401288

Honorable Harold W. Hopp
Department 1

CLASS ACTION

**DECLARATION OF DANIEL BASS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation ID: 819721526933
Date: April 16, 2026
Time: 8:30 a.m.
Department: 1

Complaint Filed: March 8, 2024
Jury Trial Date: None Set

DECLARATION OF DANIEL BASS

I, Daniel Bass, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Shane Underwood (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On December 22, 2023, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”), Volvo Group North America, Inc., and Volvo Construction Equipment North America, LLC of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”) thereby commencing LWDA Case No. LWDA-CM-1001354-23. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff’s PAGA Notice.

3. On February 13, 2024, Plaintiff provided amended notice to the Labor and Workforce LWDA, Volvo Group North America, Inc., Volvo Construction Equipment North America, LLC, and Defendant Saba Holding Company, LLC dba Volvo Construction & Equipment Services (“Defendant”) of the specific provisions of the California Labor Code that were alleged to be violated (“Amended PAGA Notice”) adding the Defendant to LWDA Case No. LWDA-CM- 1001354-23. Marked and attached hereto as “**EXHIBIT 2**” is a true and correct copy of Plaintiff’s Amended PAGA Notice.

4. On March 8, 2024, Plaintiff filed a putative Class Action Complaint for Damages in the Superior Court for the County of Riverside, Case No. CVRI2401288 (the “Class Action”) thereby commencing the above-captioned lawsuit.

5. Also on March 8, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §2698, Et Seq. in the Superior Court for the County of Riverside, Case No. CVRI2401287 (the “PAGA Action”). The Class Action and the PAGA Action are collectively referred to as the “Actions.”

6. On May 16, 2024, Plaintiff filed an Amendment to the Complaint for Enforcement

Under the Private Attorneys General Act, California Labor Code §2698, Et Seq. naming Defendant as Doe 1 in the PAGA Action.

7. On May 10, 2024, Defendant filed its Answer to Plaintiff's Class Action Complaint for Damages in the Class Action

8. On July 1, 2024, Defendant filed its Answer to Plaintiff's Amendment to the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §2698, Et Seq. in the PAGA Action.

9. On or about January 22, 2025, Volvo Group North America, Inc. was dismissed as a defendant from the Class Action and the PAGA Action, leaving Defendant as the only named defendant in both Actions.

THE PROPOSED SETTLEMENT

10. **CMO Section G(1):** Marked and attached hereto as "EXHIBIT 3" is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to PAGA Employees pursuant to the Private Attorneys General Act, and Defendant, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Proposed Class Action Settlement ("Class Notice"), which includes a proposed Exclusion Form and Objection Form, attached to the Settlement Agreement as "Exhibit C" and respectfully request that the Court approve it as well.

11. **CMO Section G(3)(a)(i):** Based on information provided by Defendant, the Class is estimated to consist of approximately two hundred and thirteen (213) individuals, the Workweeks are estimated to be twenty-five thousand two hundred and thirty-six (25,236) during the Class Period, and the PAGA Employees are estimated to consist of one hundred and fifty-nine (159) individuals covering Six Thousand two hundred and fifty-five (6,255) Pay Periods during the PAGA Period.

12. The Settlement provides for a Total Settlement Amount of \$1,415,000.00 (subject to potential increase via an escalator clause) to be paid on a non-reversionary basis. Within fifteen (15)

1 calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an
2 accounting estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement
3 and establish a qualified settlement account for administration of the Settlement. Within thirty (30)
4 calendar days after the Effective Date, Defendant will make a one-time deposit of the Total
5 Settlement Amount into the settlement account to be established by the Settlement Administrator.
6 The Settlement Administrator will obtain funds from Defendant that are sufficient for the Employer
7 Taxes that Defendant must fund separately and in addition to the Total Settlement Amount. The
8 Settlement Administrator will also undertake filings and remittances in connection with each
9 Settlement Class Member's share of taxes on the wages portion of Individual Settlement Shares and
10 the Employer Taxes, that are necessary for administration of the Settlement. The Net Settlement
11 Amount is the Total Settlement Amount less the following amounts, subject to approval by the
12 Court: Attorneys' Fees of up to \$495,250.00 (if the Total Settlement Amount remains
13 \$1,415,000.00) and Costs not to exceed \$25,000.00 to Class Counsel, General Release Fee to
14 Plaintiff of \$10,000.00, Settlement Administration Costs to the Settlement Administrator not to
15 exceed \$7,750.00, and the PAGA Amount of \$55,000.00. Assuming that the amounts allocated
16 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
17 that will be available for distribution to Settlement Class Members is currently \$822,000.00.
18 Additionally, 25% of the PAGA Amount (i.e., PAGA Employee Amount), which is \$13,750.00 out
19 of \$55,000.00, will be distributed to the PAGA Employees, for their respective portion of the PAGA
20 Amount. The Total Settlement Amount will be fully distributed in accordance with the terms of the
21 Settlement and there is no reversion to Defendant.

22 13. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in
23 an amount of up to 35% of the Total Settlement Amount (i.e., \$495,250.00, if the Total Settlement
24 Fund remains \$1,415,000.00) and expenses and costs of not more than \$25,000.00, which will be
25 paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that
26 Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation
27 until recovery is obtained. A description of the qualifications of Class Counsel, the work performed
28 by Class Counsel, and the results achieved by Class Counsel in this matter can be found in

1 paragraphs 17 through 28, *infra*.

2 14. The Settlement Agreement provides for payment of up to \$10,000.00 to Plaintiff as
3 a General Release Fee, to be paid out of the Total Settlement Amount subject to approval by the
4 Court. Plaintiff spent considerable time and effort to produce relevant documents and past
5 employment records and to provide the facts and evidence necessary to attempt to prove the
6 allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain
7 information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to
8 receive a General Release Fee, in addition to his individual settlement payment, for his services on
9 behalf of the Class, PAGA Employees, and State of California.

10 15. The Parties have agreed to retain ILYM Group, Inc. ("Settlement Administrator"), to
11 handle the notice and settlement administration process. Class Counsel requested three quotes from
12 various potential settlement administrators, and received two. Class Counsel shared these quotes
13 with Defendant's counsel and proposed using ILYM Group, Inc., because though ILYM Group,
14 Inc.'s bid was slightly higher than the lowest bid, it was capped unlike the other bid received.
15 Additionally, Class Counsel has had positive experiences in other cases where ILYM Group, Inc.
16 was the settlement administrator. Defendant's counsel agreed. The Parties respectfully request that
17 the Court appoint ILYM Group, Inc. to handle these procedures and serve as the Settlement
18 Administrator. Defendant will provide ILYM Group, Inc. with the Class List, and the Settlement
19 Administrator will calculate each Class Member's estimated share of the Net Settlement Amount
20 ("Individual Settlement Payment") and each PAGA Employees' estimated *pro rata* share of the 25%
21 portion of the PAGA Amount. The Settlement Administrator will be responsible for printing,
22 distributing, and tracking Class Notices and other documents for the Settlement, calculating and
23 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required
24 tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations,
25 and other duties and responsibilities set forth to process the Settlement, and as requested by the
26 Parties. Settlement Administration Costs are currently estimated not to exceed \$7,750.00 and will
27 be paid out of the Total Settlement Amount, subject to approval of the Court.

28 16. Under the Settlement Agreement, Defendant is responsible for any employer-side tax

obligations associated with the Total Settlement Amount and will deposit that amount into the settlement fund in addition to the Total Settlement Amount. Each Settlement Class Member's Individual Settlement Share will be allocated 20% to wages and 80% to penalties, interest, and non-wage damages. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

17. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

18. Edwin Aiwazian is a Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately

1 December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United
2 States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately
3 August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California
4 Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to
5 practice law from the California State Bar. For over a decade, through his work at Lawyers *for*
6 Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment
7 class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
8 consumer fraud. Together with other attorneys at the firm, and in many cases in conjunction with
9 co-counsel, he has successfully litigated cases involving the executive, administrative, and other
10 overtime exemptions to the State of California and federal overtime compensation requirements.
11 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
12 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
13 1,000 class action or representative action cases.

14 19. Arby Aiwarzian is a Shareholder of Lawyers *for* Justice, PC. He received his Bachelor
15 of Arts degree from University of California, Los Angeles and graduated magna cum laude. He
16 earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May
17 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr.
18 of the California Court of Appeal for the Second Appellate District. From approximately August
19 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane
20 Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice
21 law in California in 2010. He is admitted to practice before all courts of the State of California and
22 all United States District Courts in the State of California. He has worked on many wage-and-hour
23 class action and representative action cases, taking the lead in taking and defending depositions,
24 arguing motions, and attending mediations. He has played an integral role in preparing matters for
25 class certification, including, and not limited to, successful certification of a class in *Upson v. Sur*
26 *La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus*
27 *Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban*
28 *Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one

1 hundred (100) class action or representative action cases which have resulted in settlement.

2 20. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a
3 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science
4 degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
5 University Law Center in 2010. She is admitted to practice in California (since 2010) and in New
6 York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S.
7 Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken
8 and defended dozens of depositions and successfully handled motion practice in class action cases
9 regarding discovery (including and not limited to, regarding class contact information), class
10 certification (both contested class certification and stipulated class certification), arbitration
11 agreements, coordination, intervention. She has successfully handled briefing and oral argument on
12 appeal and obtained notable decisions regarding the Private Attorneys General Act and employer
13 efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, (Cal., May 24, 2017) 9
14 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and
15 *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also has extensive experience with class action
16 and/or representative action settlements. Under her and Edwin Aiwazian's supervision, the firm has
17 handled the class certification and court approval process for hundreds of class action and/or
18 representative action matters that have successfully resolved. She is a member of the California
19 Employment Lawyers Association.

20 21. Vartan Madoyan, is a Member of Lawyers *for* Justice, PC. He received his Bachelor
21 of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor
22 degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors.
23 He is admitted to practice before all courts in the State of California and all U.S. District Courts in
24 California. He externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy
25 Court, Central District of California, from June 2009 to August 2009. He externed for the Honorable
26 Gary A. Feess of the United States District Court, Central District of California, from January 2010
27 to May 2010. From 2011 through and including the present, he has practiced almost exclusively on
28 complex wage and hour class action and PAGA action matters in California. From October 2011 to

June 2013, he was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, he was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, he worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, he has been a Member of Lawyers *for* Justice, PC. He has taken and defended dozens of depositions and has successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. He has successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. He has also successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, he has extensive experience with settlements of class actions and PAGA actions and has handled and supervised this process in over one hundred (100) cases

22. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science degree in Psychology from Missouri State University in 2009, and a Juris Doctor degree from Washington University in St. Louis, School of Law in 2012, where I served as a Senior Editor of the Law Review and as a member of the Note Selection Committee. I am admitted to practice before all courts in the State of California, and all U.S. District Courts in California. From 2014 through and including the present, my practice consisted almost exclusively of complex wage and hour class action and PAGA action matters in California. I have worked at several plaintiffs' side law firms, and started the employment practice at one of them. I have taken and defended dozens of depositions and have successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a

1 complex wage and hour class action and PAGA case at every step prior to trial. I also successfully
2 handled briefing on appeals, including employer efforts to compel arbitration in *Jones v. UPS Supply*
3 *Chain Solutions, Inc.*, California Court of Appeals for the First District, Case No. A160726 (Cal.
4 App. Jul 01, 2021) (unpublished decision). Further, I have extensive experience with settlements of
5 class actions and PAGA actions and have handled and supervised this process in over fifty (50)
6 cases.

7 **THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED**

8 **[CMO Section G(3)(a)(vi)]**

9 23. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting the
10 Actions has translated into tangible monetary benefits for the Class Members in the following
11 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
12 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
13 favorably with other similar class action settlements of this type given the strengths and weaknesses
14 of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would have only
15 increased significantly had the case progressed through certification, trial, and/or appeals.

16 24. Class Counsel has litigated Plaintiff’s lawsuits for nearly two (2) years and was
17 actively preparing the Class Action for class certification and both Actions for trial. The Parties have
18 engaged in extensive settlement negotiations and participated in mediation conducted by the
19 Honorable Glenda Sanders (Ret.), a well-respected mediator experienced in mediating complex
20 labor and employment matters. In the course of the litigation and in connection with the mediation
21 and settlement discussions, the Parties exchanged extensive information and engaged in discussions
22 regarding their evaluations of the case and various aspects of the case, including but not limited to,
23 the risks and delays of further litigation, the risks to the Parties of proceeding with class certification
24 and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods,
25 PAGA representative actions, and state wage-and-hour law and enforcement, as well as the evidence
26 produced and analyzed, and the possibility of appeals, among other things. During all settlement
27 discussions, the Parties conducted their negotiations at arm’s length in an adversarial position.
28 Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel

1 felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class
2 Counsel believed that they would be able to obtain class certification and prevail at trial. After
3 conducting investigations and informal discovery and exchange of information, extensive settlement
4 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is
5 well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the
6 costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable,
7 and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members,
8 and of the Released PAGA Claims of Plaintiff, PAGA Employees, and the State of California against
9 the Released Parties.

10 25. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
11 and scope of the claims, and was preparing the Class Action for class certification and both Actions
12 for trial. Plaintiff conducted significant investigation and informal discovery regarding the facts of
13 the cases, including and not limited to, the exchange, review, and analysis of a large volume of
14 documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and
15 documents that Class Counsel reviewed and analyzed included and was not limited to: a sampling
16 of Class Members' time and payroll data, Plaintiff's personnel records, Defendant's Handbook,
17 payroll registers, company policy acknowledgements [including but not limited to Meal Period
18 Waiver (Second Meal Period), Meal Period Waiver (6 or less hours in a workday), Equipment
19 Dealers Agreement, Employee Handbook Confirmation of Receipt, Confirmation of Harassment
20 Discrimination and Retaliation Prevention Policy, Acknowledgment of Meal and Rest Period Policy,
21 Acknowledgment of Meal and Rest Period Policy and Timekeeping Policy, benefit program
22 acknowledgments, union documents, Confidentiality, job descriptions, Defendant's operations and
23 employment practice, policies, and procedures [including but not limited to Guidelines of Conduct
24 Policy, Vehicle Use Policy Agreement, Punctuality and Attendance], among other information and
25 documents. Class Counsel had the opportunity to interview Plaintiff and others to gather facts and
26 to identify potential witnesses. Counsel for the Parties also met and conferred on numerous
27 occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data
28 prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and prepared

1 for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

2 26. Counsel for the Parties have also invested time researching and investigating the
3 applicable law, which is constantly evolving as it relates to class certification, representative PAGA
4 claims, off-the-clock theory, meal and rest periods, state wage-and-hour law and enforcement,
5 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based
6 on our analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

7 27. Class Counsel is aware of the defenses and position of Defendant but believes that
8 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
9 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
10 and the difficulties and delays inherent in such litigation, including those involved in class
11 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
12 necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the
13 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also
14 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
15 experienced and well-regarded in complex labor and employment matters.

16 28. Defendant, on the other hand, denied and continues to deny any liability and
17 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that
18 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other
19 than this Settlement. Defendant believes that it would ultimately succeed in both cases. Both sides
20 have also had the opportunity to interview witnesses and review documents and information relating
21 to Plaintiff's, Class Members', and PAGA Employees' employment with Defendant, and
22 Defendant's operations and employment policies, practices, and procedures. The Parties also
23 reviewed and analyzed a volume of documents and data to determine the potential value and strength
24 of the claims. The available information enabled Class Counsel to assess and value the class and
25 PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, the
26 Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature
27 and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement
28 for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and

1 weaknesses of each side's position and the uncertainty of how the cases might have concluded at
2 certification, trial, and/or appeals.

3 **ESTIMATE OF THE VALUE OF THE CLAIMS [CMO Sections G(3)(a)(ii)-(iii)]**

4 29. Plaintiff's alleges that Defendant has violated the California Labor Code and
5 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
6 scheme of wage abuse against Plaintiff and the putative class members, including *inter alia*, failing
7 to properly compensate overtime and minimum wages, failing to provide compliant meal and rest
8 periods and associated premium pay, failing to timely pay wages during employment, failing to
9 timely pay wages upon termination and associated waiting-time penalties, failing to provide
10 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
11 necessary business expenses.

12 30. Based on data provided by Defendant, the total number of putative class members
13 during the Class Period was estimated to be two hundred and thirteen (213) individuals who worked
14 an estimated total of twenty-five thousand two hundred and thirty-six (25,236) Workweeks with an
15 average hourly rate of pay of \$37.84.

16 31. Plaintiff contended that Defendant required putative class members to perform work
17 before and after their scheduled shifts and during meal and rest periods. Plaintiff contended that
18 Defendant discouraged the recordation of overtime hours and required putative class members to
19 perform work off-the-clock, paying to scheduled shifts. Plaintiff contended that Defendant failed to
20 include non-discretionary bonuses and incentives in the calculation of the regular rate when paying
21 overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, later,
22 shortened, and/or interrupted, that putative class members were required to remain on premises
23 during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly
24 pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that
25 Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages
26 due to them while they were employed by Defendant, within the time period permissible under
27 California law, and that Defendant failed to pay all wages due upon termination, within the time
28 period permissible under California law, thereby triggering waiting-time penalties under California

1 Labor Code section 203. Plaintiff contended that, based on the violations described herein, the wage
2 statements provided by Defendant and the payroll records kept by Defendant were inaccurate.
3 Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the other putative class
4 members for necessary business expenses, including, but not limited to, the costs associated with the
5 usage of personal cell phones for work duties.

6 32. Class Counsel considered defense arguments, e.g., that the employer's practices,
7 policies, and procedures complied with the law, that Plaintiff and putative class members waived
8 unpaid meal periods by signing waivers, that Defendant correctly paid overtime for all regular and
9 overtime hours worked, that employees were not permitted to work off-the-clock, that no waiting-
10 time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages
11 due and owing at the time of termination or resignation, that Plaintiff and putative class members
12 suffered no actual injury from the alleged wage statement violations and that this alleged violation
13 and the alleged recordkeeping violation are entirely derivative of the other causes of action, and that
14 a policy and practice of reimbursing employees for necessary business-related expenses exists. Class
15 Counsel also considered the likelihood of Plaintiff's success in establishing that any of provisions
16 of the California Labor Code, on which the civil penalties under the PAGA claim are predicated,
17 were violated and that such violations were injurious and/or warranted imposition of civil penalties.
18 Class Counsel also considered that trial courts have wide discretion when assessing penalties under
19 PAGA (including discretion to reduce penalties), and that it could be determined that individual
20 liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other
21 circumstances which could raise individualized questions of fact) and could pose challenges to
22 certification, manageability, and the merits of Plaintiff's claims.

23 33. Class Counsel considered information, data, and documents obtained from Plaintiff,
24 Defendant, and other sources, and created violation, damages, and penalties valuations and models
25 prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the claims.
26 However, the potential value of each claim assumed an exposure based on the above-captioned
27 action having been certified and Plaintiff having proven all elements of the claims and entitlement
28 to monetary recovery (on a class-wide and a representative basis), despite risks associated with

obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, such that the Class Action is not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

a. Failure to Pay Overtime and Minimum Wages

i. Plaintiff alleged that Defendant failed to pay overtime and minimum wages to him and other putative class members. Plaintiff contended that that Defendant's uniform policies, practices, and procedures required putative class members to perform work during meal periods and before and after scheduled shifts. Plaintiff contended that Defendant also exerted class-wide pressure on putative class members to reduce the amount of recorded overtime, requiring them to complete unreasonable workloads within scheduled hours only, obtain pre-approval prior to working overtime or in excess of their scheduled work hours, and subjecting those who recorded overtime without preapproval to discipline. Plaintiff also contended that Defendant incorrectly calculated the regular rate of pay for purposes of calculating overtime compensation by failing to include non-discretionary forms of pay including bonuses and incentives in its regular rate calculations. Plaintiff contended that, as a result of the aforementioned, Defendant failed to properly compensate Plaintiff and putative class members at their applicable minimum, regular, or overtime rates for all of the hours that they worked.

ii. Based on Class Counsel's investigations and analysis, the claims for unpaid wages centered on off-the-clock work prior to and after scheduled shifts, and during meal periods, and the improper calculation of the regular rate for purposes of paying overtime. For example, until

1 January 1, 2025 Defendant implemented a policy and practice which only permitted putative class
2 members to record their total scheduled hours instead of all actual time worked and failed to
3 compensate the putative class members for time worked off-the-clock. Additionally, an analysis of
4 a sampling of pay data reflected that Defendant paid overtime wages to putative class members,
5 however, the overtime wages were based on one-and-half times the base hourly rate of pay even
6 when putative class members earned non-discretionary pay.

7 iii. Defendant denied Plaintiff's allegations and asserted numerous defenses to
8 Plaintiff's claims and allegations, and maintained that its policies and practices were at all times
9 compliant with California law. Defendant contended and investigations did show that Plaintiff and
10 putative class members clocked overtime and received overtime pay at one-and-a-half (1.5) times
11 the regular rate, which was evidenced by records obtained from Defendant.

12 iv. Taking into account these facts, the potential value of the overtime claim was
13 estimated to be \$2,864,790.72 (based on a violation rate of 2 hours of unpaid overtime wages every
14 workweek) and the risk-adjusted discounted value of this claim was estimated to be \$250,669.19.
15 Taking into account these facts, the potential value of the minimum wage claim was estimated to be
16 \$1,909,860.48 (based on a violation rate of 2 hours of unpaid minimum wages every workweek) and
17 the risk-adjusted discounted value of this claim was estimated to be \$167,112.80.

18 **b. Failure to Provide Compliant Meal Periods and Associated Premiums**

19 i. Plaintiff's theory of liability was based on Defendant's failure to provide
20 timely, full, and/or uninterrupted meal periods. Plaintiff contended, *inter alia*, that Defendant's
21 policies, practices, and procedures required employees to perform job duties during their meal
22 periods and prevented them from regularly receiving compliant meal periods for which Defendant
23 did not even maintain records. Plaintiff further contended that Defendant failed to pay a meal
24 premium for missed, late, short, or interrupted meal periods.

25 ii. Based on Class Counsel's investigations and analysis, the meal period claim
26 centered on the following issues: Plaintiff and putative class members regularly suffered short, late,
27 or missed meal periods due to them having to remain regularly available to assist their clients, and
28 that Defendant failed to pay them meal period premiums. Investigations show that Plaintiff and

putative class members were regularly pressured to suffer non-compliant meal periods in order to ensure their clients had constant support, so much so that meal periods were regularly missed entirely. Review of Defendant's time records showed that Defendant did not maintain records of employee meal periods until January 1, 2025.

iii. Defendant contended that it had practices, policies, and procedures to provide meal periods every workday to its employees that fully complied with California law. To the extent that Plaintiff and putative class members failed to take their meal periods or took a short or late meal, Defendant contended that they did so voluntarily and that all applicable meal periods were still permitted and provided to them. Further, Defendant contended that the Plaintiff and the putative class members were directed to take meal breaks before the fifth hour and began recording their meal breaks January 1, 2025. Thus, Defendant argued that it did not act unlawfully to deprive putative class members of meal periods.

iv. Taking into account these facts, the potential value of the meal period claim was estimated to be \$2,864,790.72 (based on a violation rate of three (3) meal period premiums every workweek) and the risk-adjusted discounted value of this claim was determined to be \$200,535.35.

c. Failure to Provide Compliant Rest Periods and Associated Premiums

i. Plaintiff's theory of liability was based on Defendant's failure to provide Plaintiff and other putative class members with timely, full, and/or uninterrupted rest periods. Plaintiff contended that Defendant's employment policies, practices, and procedures required employees to perform job duties during their rest periods and prevented them from regularly receiving compliant rest periods. Plaintiff contended that they and other putative class members were required to remain on premises during rest periods and that Defendant failed to pay them rest period premiums.

ii. Based on Class Counsel's investigations, the rest period claims centered on the following: Plaintiff and other putative class members were expected to skip their rest periods or remain on premises during rest periods, in order to remain readily available to complete their daily tasks. Moreover, investigations show that Plaintiff and putative class members never received a

single rest period premium during their employment with Defendant.

iii. Defendant contended that to the extent Plaintiff and putative class members failed to take their rest periods, they did so voluntarily and that all applicable rest periods were still permitted and provided to them, in fact they were 15 minutes rather than the required 10.

iv. Taking this into account, the potential value of this claim was estimated to be \$2,864,790.72 (based on a violation rate of three (3) rest period premiums every workweek) and the risk-adjusted discounted value of this claim was estimated to be \$200,535.35.

d. Wages Not Timely Paid During Employment

i. Plaintiff contended that Defendant intentionally and willfully failed to timely pay Plaintiff and putative class members all wages due to them during employment, under California Labor Code sections 204 and 210. Under California Labor Code section 210, either a statutory penalty or a civil penalty through PAGA may be recovered for a violation of California Labor Code section 204, but not both. Therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

e. Wages Not Timely Paid After Termination (and Waiting-Time Penalties)

i. Plaintiff contended that Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages due to them upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code sections 203. For example, Plaintiff alleged that she and putative class members are entitled to unpaid wages arising from, *inter alia*, off-the-clock work, as well as meal and rest period premiums.

ii. Defendant was adamant that no waiting-time penalties should be awarded. Defendant pointed out that waiting-time penalties are derivative of each and every other underlying alleged California Labor Code violation. Defendant further contended that it paid the terminated employees all wages due and owing, and that even if Plaintiff and putative class members are due some amount, there is a good faith dispute as to the amount of such further compensation. Additionally, Defendant argued that waiting-time penalties are barred because the premium payments called for by Labor Code section 226.7 do not constitute wages. Moreover, Defendant

1 emphasized that, under California Labor Code section 203, employees are only obligated to pay
2 waiting-time penalties if the failure to pay wages is “willful” and that there was no willful failure to
3 pay wages in this case.

4 iii. The value of this claim was calculated based on the fact that approximately
5 eighty-two (82) putative class members had been terminated during the three-year statute of
6 limitations (i.e., from March 8, 2021). Based on Class Counsel’s investigations and analysis, if all
7 of these individuals were not timely paid all wages due to them upon termination, the potential value
8 of waiting-time penalties was estimated to be \$744,691.20 collectively (82 individuals x [30 days x
9 hourly rate of \$37.84 x 8 hours]), or approximately \$9,081.60 per individual, and the risk-adjusted
10 discounted value of this claim was estimated to be \$52,128.39.

11 **f. Failure to Provide Compliant Wage Statements**

12 i. Plaintiff alleged that Defendant failed to provide accurate and itemized wage
13 statements to Plaintiff and putative class members. Plaintiff’s wage statement claim is derivative of
14 the allegations that Defendant failed to accurately account for all hours worked by, and pay all
15 compensation due to, putative class members, i.e., the claims for unpaid wages, meal violations, and
16 rest violations, discussed above.

17 ii. Defendant contended that Plaintiff and putative class members suffered no
18 actual injury from the alleged wage statement violations, and that to the extent any wage statements
19 were inaccurate, they were not inaccurate due to a knowing and intentional violation. Defendant also
20 contended that this alleged violation is entirely derivative of the foregoing allegations.

21 iii. The value of this claim was calculated based on the fact that approximately
22 one hundred and fifty-nine (159) putative class members worked during the one-year statutory
23 limitations period (i.e., from December 22, 2022 to July 13, 2025), and that these putative class
24 members worked a total of six thousand two hundred and fifty-five (6,255) pay periods. Based on
25 Class Counsel’s investigations and analysis, it was determined that the estimated potential value of
26 this claim is \$617,550.000 ([159 initial violations x \$50 statutory penalty] + [6,096 subsequent
27 violations x \$100 statutory penalty]) and the risk-adjusted discounted value of this claim was
28 estimated to be \$43,228.50.

1 **g. Failure to Maintain Requisite Payroll Records**

2 i. Plaintiff alleged that Defendant had intentionally and willfully failed to keep
3 accurate and complete payroll records showing the hours worked daily by, and the wages paid to,
4 Plaintiff and the putative class members, by failing to account for all time worked by and pay all
5 wages due to Plaintiff and putative class members. Plaintiff's payroll records claim is derivative of
6 the allegations that Defendant failed to accurately record all hours worked by, and pay all
7 compensation due to, putative class members, i.e., the claims for unpaid wages, meal violations, and
8 rest violations, discussed above. Plaintiff also alleged that Defendant's intentional and willful failure
9 to keep accurate time records, making payroll records violative of the statutorily-protected right to
10 accurate and complete payrolls records, and that Plaintiff and the putative class members have
11 suffered injury and damage as a result.

12 ii. Under California Labor Code section 1174.5, a willful violation of the
13 employer's recordkeeping obligations set forth in Labor Code 1174(d) is subject to a civil penalty
14 of \$500. Arguably, however, this civil penalty would only be recoverable by the Labor
15 Commissioner. Therefore, the value of this claim is considered as a part of the valuation of the
16 PAGA claim contained *infra*.

17 **h. Failure to Reimburse Necessary Business Expenses**

18 i. Plaintiff contended he and other putative class members were required to
19 incur expenses in the course of their work, and that Defendant failed to reimburse them for these
20 expenses.

21 ii. Defendant contended that its policies and practices complied with California
22 law in that they required reimbursement of all necessary business expenses.

23 iii. Based on Class Counsel's investigations and analysis, the expense
24 reimbursement claim centered on the following: the costs associated with the use of personal cell
25 phones for work duties and the costs of purchasing and maintaining work-required tools. These
26 alleged unreimbursed expenses totaled, on average, approximately \$880 annually for each person.

27 iv. Taking into account these facts, the potential value of this claim was estimated
28 to be \$444,153.60 (using a violation rate of \$17.60 unreimbursed expenses per workweek) and the

1 risk-adjusted discounted value of this claim was estimated to be \$23,318.07.

2 **i. PAGA Penalties**

3 i. Plaintiff contended that Defendant's above-discussed conduct, namely,
4 failure to pay for all hours worked, provide compliant meal and rest periods, timely pay wages,
5 provide compliant wage statements, maintain payroll records, reimburse expenses, etc., gave rise to
6 civil penalties recoverable under the Private Attorneys General Act, California Labor Code sections
7 2698, *et seq.* A PAGA recovery at trial would represent a recovery of civil penalties (as opposed to
8 compensation for individual damages), normally only recoverable by the State of California, and
9 would be distributed 75% to the State of California and 25% to the aggrieved employees. Cal. Lab.
10 Code § 2699(i).

11 ii. Defendant contended that violations of multiple provisions of the California
12 Labor Code do not give rise to cumulative penalties for each separate California Labor Code
13 provision that is, arguably, violated during a pay period. Defendant also contended that the trial court
14 exercises discretion and may reduce the penalties to be assessed against the employer and that the
15 trial court was unlikely to assess cumulative penalties for the maximum number of possible, separate
16 California Labor Code violations. Cal. Lab. Code § 2699(e)(1); Cal. Lab. Code § 2699(e)(2)("[A]
17 court may award a lesser amount than the maximum civil penalty amount specified by this part if,
18 based on the facts and circumstances of the particular case, to do otherwise would result in an award
19 that is unjust, arbitrary and oppressive, or confiscatory); *Thurman v. Bayshore Transit Management,*
20 *Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA
21 penalties awarded to an employee based upon discretionary factors other than the employer's ability
22 to pay.). Defendant also maintained and continues to maintain that it had legally-compliant
23 employment policies and practices throughout the statutory period. Defendant denied and continues
24 to deny that it ever violated any provision of the California Labor Code and argued, that, even if,
25 *arguendo*, such violations occurred, Defendant will not be treated as having engaged in subsequent
26 violations giving rise to heightened penalties unless it could be shown to have notice that it was
27 violating the law. See, e.g., *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.4th 1157, 1209. Defendant
28 argued that it would be able to show a lack of willfulness in the violations, such that the alleged

1 California Labor Code violations would not be considered “willful.”

2 iii. Importantly, Class Counsel took into consideration that, to prevail on the
3 PAGA claim, some courts have required plaintiffs to show at the outset that they have suffered
4 injury, in order to establish standing, and that Plaintiff would also have to prove all requisite elements
5 to prove violations of the underlying California Labor Code provisions, in order to show that
6 Defendant’s conduct gives rise to penalties. There was the risk of possible bifurcation of discovery
7 and/or trial of the PAGA claim—multiple courts have taken such an approach. See *Amalgamated*
8 *Transit Union, Local 1756 v. Superior Court* (2009) 46 Cal.4th 993, 1001 (Noting that PAGA
9 “require[s] a plaintiff to have suffered an injury resulting from an unlawful action”); *Stafford v.*
10 *Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, *4 (Court found that judicial
11 economy supported bifurcation because of the difficulties and inherent uncertainties of being able
12 to establish liability with respect to a large number of potentially aggrieved employees and noted
13 that “PAGA’s public purpose would be ill-served if the court finds [the plaintiff] has not been
14 aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496,
15 504 (Trial courts have “broad discretion to determine the order of proof in the interest of judicial
16 economy”); see also Cal. Code Civ. Proc. § 598 (The court may “when the convenience of witnesses,
17 the ends of justice, or the economy and efficiency of handling the litigation would be promoted
18 thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue
19 or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]”); Cal.
20 Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue
21 in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts
22 have the power to “establish the sequence and timing of discovery for the convenience of parties and
23 witnesses and in the interests of justice”); see *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955
24 (Bifurcation and sequencing of litigation is allowed to avoid waste of time and money on trial and
25 litigation of issues could be rendered made moot.)

26 iv. Defendant aggressively contended that Plaintiff did not meet legal
27 requirements to be able to pursue civil penalties under PAGA. Defendant argued that Plaintiff would
28 not be able to establish violations of the underlying California Labor Code provisions and the

1 fundamental allegations regarding overtime and meal and rest periods. For the reasons discussed
2 above, there were substantial challenges to showing liability and exposure for these claims.
3 Defendant pointed to case law that held that, given the derivative nature of a PAGA claim, it would
4 stand or fall based on the claims from which it derives, and the success of showing, *inter alia*, off-
5 the-clock work, failure to properly pay wages, failure to reimburse for expenses, etc.

6 v. Class Counsel was also aware of case law indicating that courts have
7 attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0
8 where the other underlying California Labor Code claims are being resolved, or, assessing much
9 lower amounts of civil penalties against employers than are sought. *See e.g., Magadia v. Wal-Mart*
10 *Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under
11 Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties as the Court
12 sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible;
13 *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-
14 00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000);
15 *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties
16 sought, the court affirmed the trial court’s \$150,000 PAGA penalty award based on 30,000
17 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance*
18 *Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA
19 penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593
20 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal.
21 Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to
22 award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court
23 No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County
24 Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded
25 \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426
26 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED
27 CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of
28 \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Thurman v Bayshore Transit*

1 *Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1119, 1135, disapproved on other grounds in *ZB, N.A. v*
2 *Superior Court* (2019) 8 Cal. 5th 175, 196 n.8 (of \$512,000 PAGA penalties requested, the court
3 awarded \$358,588); *Guifi Li v A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK (N.D. Cal.
4 June 15, 2012) 2012 U.S. Dist. LEXIS 83677 at **51-52 (of \$3,334,942 PAGA penalties requested,
5 the court ordered a \$2,764,896 default judgment after jury dismissed); *Aguirre v Genesis Logistics*,
6 No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-
7 7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery*
8 *Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to
9 award PAGA penalties after trial awarding wages to class on the basis that, *inter alia*, the lawsuit
10 was not prompted by availability of PAGA penalties, penalties were not necessary to remedy
11 ongoing or future violations, because corporate defendants corrected violations and were no longer
12 in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual
13 defendants would not be confiscatory).

14 vi. The potential value of this claim was calculated based on the approximately
15 one hundred and fifty-nine (159) aggrieved employees who worked during the one-year statutory
16 period; the potential value of civil penalties, which the Court could determine whether or not to
17 assess and whether or not to reduce, were estimated to be approximately \$310,050.00 (using the
18 statutorily-delineated penalty amounts under California Labor Code sections 558, 226.3, 1197.1,
19 210, 2699(f), and 1174.5, in the amount of \$1,950 per person) and the risk-adjusted discounted value
20 of this claim was estimated to be \$21,703.50.

21 34. The foregoing discussion confirms that the amount of the Settlement is adequate in
22 light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those
23 allegations and causes of action, and legal and factual arguments and circumstances which pose
24 challenges to certification, manageability, merits, and monetary recovery. The conclusion to be
25 drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the
26 ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-
27 cut, which is why the Parties elected to settle the Actions. Class Counsel also recognized that
28 additional discounts could be made to the risk-adjusted value to account for the costs and expenses

1 associated with further litigation and the present value of obtaining a settlement now as opposed to
2 monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel
3 recognized the circumstances and realities of the case, applicable case law and regulations, and risks
4 to recovery and applied appropriate discounts.

5 **ESTIMATED SETTLEMENT PAYMENTS TO CLASS MEMBERS**

6 35. **CMO Section G(3)(a)(iv):** Based on Defendant's representations to Class Counsel
7 and the extrapolations by Class Counsel, the average Individual Settlement Payment is estimated to
8 be \$3,859.15 (\$822,000 Net Settlement Amount divided by 213 estimated Class Members). The
9 average workweek value for the Individual Settlement Payments averages out to about \$32.57 per
10 Workweek (\$822,000 Net Settlement Amount divided by 25,236 Workweeks), meaning Class
11 Member who worked for a single Workweek during the Class Period would have an estimated
12 Individual Settlement Payment of approximately \$32.57, while a Class Member who worked the
13 entire class period (about 279 weeks) would have an estimated Individual Settlement Payment of
14 approximately \$9,087.03 (\$32.57 per week x 279 weeks).

15 36. **CMO Section G(3)(a)(v):** Based on information provided by Defendant, the PAGA
16 Employees are estimated to consist of approximately one hundred and fifty-nine (159) individuals
17 covering Six Thousand two hundred and fifty-five (6,255) Pay Periods during the PAGA Period.
18 Therefore on average each PAGA Employee will receive approximately \$86.48 of the \$13,750
19 PAGA Employee Amount (\$13,750 divided by 159).

20 **OTHER PENDING ACTIONS**

21 **[CMO Sections G(3)(a)(vii)]**

22 37. I made reasonable inquiry of other members at Lawyers *for* Justice, PC, and other
23 than the Actions, I am not aware of any other pending actions against Defendant in any other Court
24 that the Settlement may impact.

25 **RELATION TO PROPOSED *CY PRES* RECIPIENT**

26 38. I made reasonable inquiry of Plaintiff and other members at Lawyers *for* Justice, PC,
27 and to the best of my knowledge, neither I, Plaintiff, nor other members at Lawyers *for* Justice, PC
28 have any relationship with the proposed *cy pres* recipient Riverside Legal Aid.

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

Jan 11

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EXHIBIT 1



December 22, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

**Re: VOLVO GROUP NORTH AMERICA, INC.; VOLVO CONSTRUCTION
EQUIPMENT NORTH AMERICA, LLC**

Dear Representative:

We have been retained to represent Shane Underwood against Volvo Group North America, Inc., and Volvo Construction Equipment North America, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Volvo”) for violations of California wage-and-hour laws. Mr. Underwood seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Underwood seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Volvo employed Mr. Underwood as an hourly-paid, non-exempt employee from approximately July 2023 to approximately August 2023, in the State of California.

The “aggrieved employees” that Mr. Underwood may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Volvo has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001.

Volvo required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to

compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries. Volvo rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Volvo over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Underwood and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Underwood and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Volvo required Mr. Underwood and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Volvo also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Volvo did

not provide Mr. Underwood and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Volvo were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Underwood and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Underwood and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Underwood and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Underwood and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Underwood and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Volvo failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Underwood and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and

use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Volvo failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Volvo did not provide Mr. Underwood and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Underwood and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Underwood and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Underwood and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Volvo. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the purchasing and maintenance of footwear in compliance with the dress code, and the purchasing and maintenance of tools.

Therefore, on behalf of all aggrieved employees, Mr. Underwood seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in dark ink, reading "Gabriella Sole". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Volvo Group North America, Inc.
7900 National Service Road
Greensboro, NC 27409

Volvo Construction Equipment North America, LLC
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd, Ste 700
Glendale, CA 91203

EXHIBIT 2



February 13, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

**Re: VOLVO GROUP NORTH AMERICA, INC.; VOLVO CONSTRUCTION
EQUIPMENT NORTH AMERICA, LLC; SABA HOLDING COMPANY, LLC
DBA VOLVO CONSTRUCTION & EQUIPMENT SERVICES**

Dear Representative:

We have been retained to represent Shane Underwood against Volvo Group North America, Inc., Volvo Construction Equipment North America, LLC, and SABA Holding Company, LLC dba Volvo Construction & Equipment Services (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Volvo") for violations of California wage-and-hour laws. Mr. Underwood seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Underwood seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Volvo employed Mr. Underwood as an hourly-paid, non-exempt employee from approximately July 2023 to approximately August 2023, in the State of California.

The "aggrieved employees" that Mr. Underwood may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Volvo has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001.

Volvo required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries. Volvo rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Volvo over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Underwood and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Underwood and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Volvo required Mr. Underwood and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Volvo also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Volvo did not provide Mr. Underwood and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Volvo were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Underwood and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Underwood and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Underwood and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Underwood and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Underwood and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Volvo failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Underwood and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the

employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Volvo failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Volvo did not provide Mr. Underwood and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Underwood and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Underwood and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Underwood and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Volvo. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the purchasing and maintenance of footwear in compliance with the dress code, and the purchasing and maintenance of tools.

Therefore, on behalf of all aggrieved employees, Mr. Underwood seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed

and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in dark ink, reading "Gabriella Sole". The signature is fluid and cursive, with the first name "Gabriella" being more prominent than the last name "Sole".

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Volvo Group North America, Inc.
7900 National Service Road
Greensboro, NC 27409

Volvo Construction Equipment North America, LLC
SABA Holding Company, LLC dba Volvo Construction & Equipment Services
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd, Ste 700
Glendale, CA 91203

Volvo Construction Equipment North America, LLC
c/o Anne Dwyer
SNELL & WILMER
Attorney
600 Anton Blvd, Suite 1400
Costa Mesa, CA 92626

EXHIBIT 3

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Shane Underwood, individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to PAGA Employees pursuant to the Private Attorneys General Act, and and SABA Holding Company, LLC dba Volvo Construction Equipment & Services (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties” and individually they are referred to as “Party”).

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

RECITALS

1. On December 22, 2023, Plaintiff provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Volvo Group North America, Inc. of his intent to pursue civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for defendants’ alleged violations of the California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001 (“Original PAGA Notice”). A true and correct copy of the Original PAGA Notice is attached hereto as “**EXHIBIT A.**”

2. On March 8, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., thereby commencing a representative action entitled *Shane Underwood v. Volvo Group North America, Inc.* in the Superior Court of California for the County of Riverside, Case No. CVRI2401287 (“PAGA Action”) against Volvo Group North America, Inc. for civil penalties pursuant to PAGA, on behalf of the State of California in connection with Plaintiff and PAGA employees.

3. On March 8, 2024, Plaintiff also filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Shane Underwood v. Volvo Group North America, Inc; SABA Holding Company, LLC dba Volvo Construction & Equipment Services*, in the Superior Court of California for the County of Riverside, Case No. CVRI2401288 (“Class Action”) (collectively with the

PAGA Action, the “Actions”) against Defendant and Volvo Group North America, Inc. for alleged violations of the California Labor Code.

4. On February 13, 2024, Plaintiff sent an additional letter to the LWDA and Defendant, to add Defendant as a named defendant (“Additional PAGA Notice”). A true and correct copy of the Additional PAGA Notice is attached hereto as “**EXHIBIT B.**”

5. On May 16, 2024, Plaintiff filed a Doe Amendment in the PAGA Action, adding Defendant as a named defendant.

6. On January 22, 2025, Volvo Group North America, Inc. was dismissed from the Actions.

7. Defendant denies all material allegations set forth in the operative complaints in the Actions and has asserted numerous affirmative defenses in the case. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Actions, the Released Class Claims (as defined below), and the Released PAGA Claims (as defined below).

8. Class Counsel investigated the claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of Defendant’s employment and operations policies, practices, and procedures.

9. On March 6, 2025, the Parties participated in mediation with the Honorable Glenda Sanders (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believe 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, the 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.

10. 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 the 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

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

a. “Actions” means a representative action entitled *Shane Underwood v. Volvo Group North America, Inc., et al.* in the Superior Court of California for the County of Riverside, Case No. CVRI2401287 (“PAGA Action”) against Defendant for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”) predicated on violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001; and a putative class action entitled *Shane Underwood v. Volvo Group North America, Inc., et al.* in the Superior Court of California for the County of Riverside, Case No. CVRI2401288 (“Class Action”) against Defendant, alleging: (1) failure to pay overtime pursuant to Labor Code sections 510 and 1198; (2) failure to provide meal period premiums in violation of sections 226.7 and 512(a); (3) failure to provide rest period premiums in violation of section 226.7; (4) failure to pay minimum wages pursuant to section 1194, 1197, and 1197.1; (5) failure to timely paid wages upon termination in violation of sections 201 and 202; (6) failure to timely pay wages during employment in violation of section 204; (7) failure to provide accurate and itemized wage statements in violation of section 226(a); (8) failure to keep requisite payroll records in violation of section 1174(d); (9) failure to reimburse business expenses in violation of sections 2800 and 2802; and (10) violations of California Business and Professions Code §§ 17200, *et seq.*

b. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the Actions.

c. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, and Vartan Madoyan of Lawyers *for* Justice, PC.

1 d. "Class List" means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from their records and provide to the Settlement Administrator. The
3 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
4 Class Member's last-known full name, mailing address, telephone number, Social Security Number,
5 Workweeks during the Class Period and PAGA Period (as applicable), start and end dates employed as
6 a non-exempt, hourly-paid employee of Defendant in California during the Class Period, and such other
7 information as is necessary for the Settlement Administrator to calculate Workweeks (as defined herein).

8 e. "Class Member(s)" or "Class" means all current and former non-exempt, hourly-
9 paid employees who were employed by Defendant in California at any time during the Class Period.
10 Defendant represents that the number of Class Members is approximately One Hundred Ninety-Nine
11 (199) individuals, as of March 5, 2025.

12 f. "Class Notice" means the Notice of Class Action Settlement, substantially in the
13 form attached as "**Exhibit C.**"

14 g. "Class Period" means the time period from March 8, 2020 through July 13, 2025.

15 h. "Class Representative" and/or "Plaintiff" mean Shane Underwood.

16 i. "Class Settlement" means the settlement and resolution of all Released Class
17 Claims.

18 j. "Court" means the Superior Court of California for the County of Riverside.

19 k. "Defendant" means SABA Holding Company, LLC dba Volvo Construction
20 Equipment & Services (dba incorrectly named in the Actions as "Volvo Construction & Equipment
21 Services").

22 l. "Defendant's Counsel" means Tiffanny Brosnan and Anne Dwyer of Snell &
23 Wilmer L.L.P.

24 m. "Effective Date" means the later of (a) the last day on which any appeal might be
25 filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date
26 of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including
27 expiration of any time to seek reconsideration or further review.

28 n. "Employer Taxes" means the employers' share of taxes and contributions in

connection with the wages portion of Individual Settlement Shares.

o. “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.

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

q. “General Release Fee” means the amount to be paid to Plaintiff in recognition of his efforts and work in prosecuting the Actions.

r. “Individual PAGA Payment(s)” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated in accordance with Paragraph 21.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in accordance with Paragraph 20.

t. “Individual Settlement Payment(s)” 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.

u. “LWDA Payment” means the amount of Forty-One Thousand Two Hundred and Fifty Dollars (\$41,250.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set forth in Paragraph 19.

v. “Net Settlement Amount” means the Total Settlement Amount less the Court-approved General Release Fee, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees and Costs.

w. “Objection” means a 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 Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support

for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

x. “PAGA Amount” means the allocation of Fifty-Five Thousand Dollars (\$55,000.00) from the Total Settlement Amount as civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698 *et seq.*, for the settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Amount, or \$41,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$13,750.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

y. “PAGA Employees” means all current and former non-exempt, hourly-paid employees who were employed by Defendant in California at any time during the PAGA Period.

z. “PAGA Employee Amount” means the amount of Thirteen Thousand Seven Hundred and Fifty Dollars (\$13,750.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Workweeks during the PAGA Period.

aa. “PAGA Period” means the time period from December 22, 2022 through July 13, 2025.

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

cc. “Parties” means Plaintiff and Defendant, collectively, and “Party” means any of the Plaintiff or Defendant.

dd. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

ee. “Released Class Claims” means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Actions and all other claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys’ fees, cost, and any other form of relief or remedy in law, equity, or whatever kind of nature, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions including: (1) failure to pay overtime wages under Labor Code Sec.

510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200.

ff. “Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA Notice and/or Additional PAGA Notice or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and/or Additional PAGA Notice, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, and including claims for failure to pay all overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay reporting time pay; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to provide written notice of wages at time of hire; failure to maintain requisite payroll records; and failure to reimburse business expenses.

gg. “Released Parties” means Defendant and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Settlement Class Members or PAGA Members as well as each of their officers, directors, members, managers, owners, executives, partners, non-settlement class member employees, shareholders, agents, joint venturers, insurers, attorneys, and any of their predecessors, successors, assigns or legal representatives.

hh. “Request for Exclusion” means a Class Member’s written letter indicating a

request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ii. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.

jj. "Settlement Administrator" means Ilym Group, Inc. or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this 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.

kk. "Settlement Administration Costs" means the costs payable from the Total Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 18.

ll. "Settlement Class Members" or "Settlement Class" means all Class Members who do not submit a timely and valid Request for Exclusion.

mm. "Total Settlement Amount" means the amount to be paid by Defendant in full resolution of all Released Class Claims, Released PAGA Claims, and the Actions provided for under the Class Settlement and PAGA Settlement, which includes all Attorneys' Fees and Costs to be paid to Class Counsel, General Release Fee to be paid to Plaintiff, PAGA Amount to be paid to the LWDA and PAGA Employees, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs to be paid to the Settlement Administrator, which is currently agreed to be of One

1 Million Four Hundred and Fifteen Thousand Dollars (\$1,415,000.00) (“Total Settlement Amount”). The
2 Total Settlement Amount may increase to the extent provided in Paragraph 40. The Total Settlement
3 Amount does not include Employer Taxes; Employer Taxes will be paid by Defendant, separately and
4 in addition to the Total Settlement Amount.

5 nn. “Workweeks” means the number of weeks each Settlement Class Member worked
6 for Defendant as a non-exempt, hourly paid employee in California during the Class Period, which will
7 be calculated by the Settlement Administrator.

8 oo. “Workweeks Dispute” means a Class Member’s written letter disputing the pre-
9 printed information on the Class Notice as to the number of Workweeks credited to them, which must:
10 (a) contain the case name and number of the Action; (b) contain the Class Member’s full name,
11 signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly
12 state that the Class Member disputes of the number of Workweeks credited to him or her and what he
13 or she contends is the correct number to be credited to him or her; (d) attach any documentation that he
14 or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the
15 specified address, postmarked on or before the Response Deadline.

16 **CLASS CERTIFICATION**

17 12. For the purposes of this Settlement only, the Parties stipulate to the certification of the
18 Class.

19 13. The Parties agree that certification for the purpose of settlement is not an admission that
20 certification is proper under California Code of Civil Procedure section 382. Should, for whatever
21 reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the
22 Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible
23 in connection with, the issue of whether or not certification would be appropriate as to any of the claims
24 asserted by Plaintiff against Defendant in a non-settlement context.

25 **TERMS OF AGREEMENT**

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

28 14. Consolidation of the Cases. To implement the terms of the Settlement, if required by the

1 Court, the Parties will enter a stipulation to formally consolidate the Actions. Alternatively, or in addition,
2 if required, the Parties agree that Plaintiff may seek leave to file, and upon being granted leave, may file
3 a consolidated amended complaint in the PAGA Action that will consolidate the Parties and claims
4 asserted in the Actions. The Parties will execute and submit any stipulation regarding the Actions, or will
5 seek to consolidate the Actions and/or obtain leave to file an amended consolidated complaint by way of
6 the motion for preliminary approval, whichever approach facilitates obtaining preliminary approval the
7 soonest.

8 15. Funding and Disbursement of the Total Settlement Amount. Within fifteen (15) calendar
9 days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting
10 estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a
11 qualified settlement account for administration of the Settlement. Within thirty (30) calendar days after
12 the Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount into the
13 settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of
14 the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under
15 the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement
16 Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the
17 LWDA; (d) General Release Fee to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f)
18 Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator
19 will obtain funds from Defendant that are sufficient for the Employer Taxes that Defendant must fund
20 separately and in addition to the Total Settlement Amount. The Settlement Administrator will also
21 undertake filings and remittances in connection with each Settlement Class Member's share of taxes on
22 the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for
23 administration of the Settlement.

24 16. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
25 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$495,250.00
26 if the Total Settlement Amount is \$1,415,000.00) and reimbursement of actual costs and expenses
27 associated with Class Counsel's litigation and settlement of the Actions, supported by declaration, in an
28 amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), both of which will be paid from the

1 Total Settlement Amount subject to Court approval. These amounts will cover any and all work
2 performed and any and all costs incurred by Class Counsel in connection with the litigation and
3 settlement of the Actions, including without limitation all work performed and costs incurred to date,
4 and all work to be performed and all costs to be incurred in connection with obtaining the Court's
5 approval of this Settlement Agreement, including any objections raised and any appeals necessitated by
6 those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
7 compensation for tax purposes and for paying any taxes on the amounts received. With respect to the
8 Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to
9 utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles for Class
10 Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall
11 not be included within the Settlement Administration Costs. Defendant and Defendant's Counsel shall
12 not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles
13 for Class Counsel by the Settlement Administrator. Any portion of the requested Attorneys' Fees and
14 Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of
15 Settlement Class Members.

16 17. General Release Fee. In recognition of his efforts and work in prosecuting the Actions,
17 Defendant agrees not to oppose or impede any application or motion for a General Release Fee to Plaintiff
18 in the amount of up to Ten Thousand Dollars (\$10,000.00). The General Release Fee, which will be paid
19 from the Total Settlement Amount subject to Court approval, will be in addition to any Individual
20 Settlement Payment and Individual PAGA Payment (if applicable) that he is eligible to receive pursuant
21 to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the General
22 Release Fee, and Plaintiff shall be solely and legally responsible for correctly characterizing this
23 compensation for tax purposes and for paying any and all taxes on the amounts received. Should the
24 Court not approve the General Release Fee to Plaintiff, or approve it in an amount that is less than that
25 set forth above, Plaintiff shall not have the right to revoke this Agreement, and it will remain binding,
26 and the difference between the amount approved by the Court (if any) and the amount allocated toward
27 the General Release Fee will be part of the Net Settlement Amount for the benefit of Settlement Class
28 Members.

1 18. Settlement Administration Costs. The Settlement Administrator will be paid for the
2 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
3 which is currently estimated not to exceed Seven Thousand Seven Hundred and Fifty Dollars
4 (\$7,750.00). These costs, which will be paid from the Total Settlement Amount subject to Court
5 approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents
6 for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and
7 W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing
8 necessary reports and declarations, and other duties and responsibilities set forth herein to process this
9 Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are
10 greater than the estimated amount stated herein, such excess amount will be deducted from the Total
11 Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or
12 awarded Settlement Administration Costs which are not in fact required to fulfill payment to the
13 Settlement Administrator, to undertake the requirement settlement administration duties, will be part of
14 the Net Settlement Amount for the benefit of Settlement Class Members.

15 19. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
16 Fifty-Five Thousand Dollars (\$55,000.00) from the Total Settlement Amount will be allocated toward
17 civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*
18 (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$41,250, will be paid to the LWDA
19 (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$13,750, will be distributed to PAGA
20 Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on Workweeks during the
21 PAGA Period (i.e., the Individual PAGA Payment).

22 20. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated
23 and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks
24 during the Class Period, as follows:

25 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
26 divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class
27 Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual
28 Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated

Individual Settlement Share.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

21. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or PAGA Employees 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 Plaintiff, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members and PAGA Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

23. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code

section 2699(l)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

24. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

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

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the United States Postal Service's National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit C** to this Settlement Agreement) to all Class Members via U.S. mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

c. Dispute Regarding Workweeks. The Class Notice will include the procedure by which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. The Settlement Administrator will evaluate the information and/or documents submitted by the Class Member and the Settlement Administrator will resolve and determine the number of Workweeks 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.

26. Settlement Checks.

a. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to

1 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA
2 Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement
3 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one
4 check if the intended recipient for both payments is one individual.

5 b. The Settlement Administrator shall remit and report the applicable portions of the
6 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
7 Agreement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent
8 necessary to determine the amount of the payroll tax payment required.

9 c. Each Individual Settlement Payment check and Individual PAGA Payment check
10 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original
11 issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the
12 cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be paid to
13 Riverside Legal Aid ("Proposed *Cy Pres* Recipient"). The Proposed *Cy Pres* Recipient is a non-profit
14 organization that serves the legal needs of the under-served population in Riverside County, including
15 serving indigent litigants in obtaining access to justice. The Parties and their counsel do not have any
16 interests in the Proposed *Cy Pres* Recipient or involvement with the governance or work of the Proposed
17 *Cy Pres* Recipient. Payment to the *Cy Pres* Recipient shall be made after the Court enters an order
18 approving the Parties' stipulation to amend the judgment, which the Parties shall prepare and file in
19 accordance with California Code of Civil Procedure section 384.5, *et seq.*

20 d. The Settlement Administrator shall undertake amended and/or supplemental tax
21 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
22 due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks.
23 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,
24 nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will
25 have claim preclusive impact with respect to them and all Settlement Class Members with respect to the
26 Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the
27 PAGA Employees with respect to the PAGA Settlement irrespective of whether their Individual PAGA
28 Payment checks are canceled.

1 27. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member
2 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion
3 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark
4 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
5 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
6 Defendant's Counsel, the number of timely and valid Requests for Exclusion that were submitted, and
7 also identify the individuals who submitted them, in a declaration that is to be filed with the Court in
8 advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request
9 for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
10 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not
11 be issued an Individual Settlement Payment. All PAGA Employees will be bound by the PAGA
12 Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a
13 Request for Exclusion.

14 28. Procedures for Objecting to the Class Settlement. Class Members who have not
15 submitted a timely and valid Request for Exclusion from the Class Settlement (i.e., Settlement Class
16 Members) may object to the Class Settlement. To object to the Class Settlement, Settlement Class
17 Members must either make an oral objection at the Final Approval Hearing or must submit a timely and
18 complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. If
19 the latter option is selected, the Objection must be signed by the Settlement Class Member and contain
20 all information required by Paragraph 11(w). of this Settlement Agreement. The postmark date will be
21 deemed the exclusive means for determining that the Objection is timely. At no time will any of the
22 Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement
23 Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may
24 also present their objection orally at the Final Approval Hearing, irrespective of whether they submit a
25 written Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
26 Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that
27 is to be filed with the Court in advance of the Final Approval Hearing.

28 29. Reports by the Settlement Administrator Regarding Settlement Administration. The

1 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
2 certifies: (a) the number of Class Members who have submitted Workweeks Disputes; (b) the number
3 of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class
4 Members who have submitted timely and complete Objections; (d) the number of undeliverable Class
5 Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will
6 provide to counsel for both Parties any updated reports regarding the administration of the Settlement
7 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
8 an individual or any other entity regarding inclusion in the Class and/or Settlement.

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

12 31. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
13 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent
14 (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
15 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
16 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will
17 withhold each Settlement Class Member's share of taxes and withholdings with respect to the wages
18 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
19 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
20 withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%)
21 penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

22 32. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
23 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class
24 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
25 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
26 payroll taxes, contributions, and withholdings to the appropriate government authorities.

27 33. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
28 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications

1 to Class Members or PAGA Employees regarding the Settlement to constitute advice regarding taxes or
2 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other
3 communication regarding the Settlement be relied on as such. Plaintiff, Settlement Class Members, and
4 PAGA Employees understand and agree that they will be solely responsible for correctly characterizing
5 any compensation received by them under the Settlement on their personal income tax returns and
6 paying any and all taxes due for any and all amounts paid to them under the Settlement.

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

1 BY THIS SETTLEMENT AGREEMENT.

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

6 36. Releases of Claims.

7 a. Class Settlement Release. Upon the Effective Date and full funding of the Total
8 Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for
9 Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released,
10 settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class
11 Claims.

12 b. PAGA Settlement Release. Upon the Effective Date and full funding of the Total
13 Settlement Amount, Plaintiff and the State of California with respect to PAGA Employees will be
14 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
15 the Released Parties of and from all Released PAGA Claims pertaining to Plaintiff and the PAGA
16 Employees.

17 c. General Release of Claims by Plaintiff. In addition to the above releases of claims,
18 and in exchange for the General Release Fee, upon the Effective Date and full funding of the Total
19 Settlement Amount, Plaintiff will be deemed to have fully released and discharged the Released Parties
20 of and from all claims arising from his employment with Defendant, separation of employment from
21 Defendant, and any acts that have or could have been asserted in any legal action or proceeding against
22 Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including,
23 *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with
24 Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act,
25 National Labor Relations Act, California Corporations Code, California Business and Professions Code,
26 California Fair Employment and Housing Act, California Constitution (all as amended), and law of
27 contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages,
28 benefits, other employment compensation, emotional distress, medical expenses, other economic and non-

1 economic damages, attorney fees, and costs, arising on or before the date of execution of the Settlement
2 Agreement. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff
3 acknowledges and waives any and all rights and benefits available under California Civil Code section
4 1542, which provides:

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

10 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
11 known or believed by Plaintiff to exist may hereafter be discovered. It is Plaintiff's intention to settle
12 fully and release all claims Plaintiff now has against the Released Parties, whether known or unknown,
13 suspected or unsuspected, upon the Effective Date and full funding of the Total Settlement Amount.
14 Notwithstanding the above, this general release by Plaintiff shall not extend to claims for workers'
15 compensation benefits, claims for unemployment benefits, or other claims that may not be released by
16 law.

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

18 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
19 Plaintiff's motion for preliminary approval of the Settlement, and submit this Settlement Agreement to
20 the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval
21 of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for
22 the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the
23 Parties, seeking the following:

- 24 a. Conditionally certifying the Class for settlement purposes only;
- 25 b. Granting Preliminary Approval of the Settlement;
- 26 c. Preliminarily appointing Plaintiff as representative of the Class;
- 27 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 28 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
Notice and directing its mailing to the Class by 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 the Settlement should be finally approved as fair, reasonable, and adequate.

38. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiff's motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed-upon proposed order and judgment ("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. Appointment of Plaintiff as representative of the Settlement Class;

d. Appointment of Class Counsel as counsel for the Settlement Class;

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

f. Approval of the application for a General Release Fee to Plaintiff;

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

h. Entering judgment in this Action, while maintaining continuing jurisdiction to implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

39. Effects of Termination of the Settlement. In the event that the Settlement Agreement is not approved by the Court, such a development shall have the following effects:

a. 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 Actions prior to the execution of the Settlement Agreement;

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

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

7 40. Escalator Clause. Defendant represents that, during the period from March 8, 2020
8 through March 6, 2025, there are 23,585 Workweeks for the Class Members. If it is determined that the
9 total number of Workweeks exceed 23,585 by more than ten percent (10%) (i.e. exceeds 25,944) during
10 the Class Period), then the Total Settlement Amount will be increased on a *pro rata* basis equal to the
11 percentage increase in the number of Workweeks above 25,944 Workweeks (e.g., if the threshold of
12 25,944 Workweeks is exceeded by 1%, the Total Settlement Amount will increase by 1%),

13 41. Right to Rescind. If ten percent (10%) or more of the Class Members submit a valid
14 Request for Exclusion, or opt-out, of the Settlement, Defendant shall have the right to rescind the
15 Settlement and all actions taken in furtherance will be null and void. Should Defendant elect to rescind
16 the Settlement, Defendant shall be responsible for paying all incurred Settlement Administration costs.

17 42. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
18 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
19 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
20 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
21 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

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

25 44. Limitation on Publicity. Plaintiff and Class Counsel agree not to issue press releases,
26 initiate any contact with the press, respond to any press inquiry or have any communication with the
27 press about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiff and Class
28 Counsel agree that they will not engage in any advertising or distribute any marketing materials relating

1 to the Settlement, including but not limited to any postings on any websites maintained by Class
2 Counsel; provided, however, that Class Counsel may state that it has settled a class action claim against
3 a construction equipment dealer so long as neither Defendant, nor the Plaintiff are identified. In addition,
4 Plaintiff's counsel may list the case name, number, and a brief description of the claims in their
5 declarations in support of qualifications as class counsel in future filings. Furthermore, Plaintiff and
6 Class Counsel will undertake any and all disclosures and submissions required to be made to the LWDA
7 in conformity with PAGA.

8 45. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
10 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section
11 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal
12 law, which provide that a written agreement is to be construed according to its terms and may not be
13 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
14 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This
15 Settlement Agreement contains the entire agreement between the Parties relating to the settlement and
16 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
17 representations, and statements, whether oral or written and whether by a Party or such Party's legal
18 counsel, are merged herein.

19 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
20 Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code
21 of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
22 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

23 47. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of
24 this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject
25 to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
26 will not constitute a waiver of any other provision.

27 48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
2 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
3 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
4 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
5 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
6 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
7 provisions that otherwise might apply under state or federal law.

8 49. Signatories. It is agreed that because the members of the Class are so numerous, it is
9 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
10 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement
11 Class Members, and the release shall have the same force and effect as if this Settlement Agreement
12 were executed by each Settlement Class Member.

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

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

17 52. Execution and Counterparts. This Settlement Agreement is subject only to the execution
18 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
19 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
20 signature page, will be deemed to be one and the same instrument.

21 53. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
22 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class
23 Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations
24 and in the context of adversarial litigation, taking into account all relevant factors, present and potential.
25 The Parties further acknowledge that they are each represented by competent counsel and that they have
26 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this
27 Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator
28 may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the

1 Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the
2 Settlement is objectively fair and reasonable.

3 54. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
5 possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement
6 valid and enforceable.

7 55. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the
8 terms herein and agree to fully cooperate to implement the Settlement.

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

23 57. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
24 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
25 provisions of this Settlement Agreement.

26 58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
27 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
28 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.

59. 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 by the Parties with the assistance of their respective counsel.

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

61. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203

To Defendant:

Tiffany Brosnan, Esq.
Anne Dwyer, Esq.
SNELL & WILMER
600 Anton Blvd., Suite 1400
Costa Mesa, California 92626

62. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

63. 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.

IT IS SO AGREED.

Dated: 09/08/2025, 2025

Electronically Signed 2025-09-09 00:01:50 UTC - 172.56.176.22



Intext AssureSign® ba8563a4-0b4d-486e-98f5-b33e01372a7a

**DEFENDANT SABA HOLDING COMPANY, LLC
DBA VOLVO CONSTRUCTION EQUIPMENT &
SERVICES**

Dated: 09/25/2025, 2025

W. Patrick Walefiels

Full Name: W. Patrick Wakefield
Title: Vice President of SABA Holding Company, LLC
On behalf of Defendant SABA Holding Company, LLC
dba Volvo Construction Equipment & Services

LAWYERS *for* JUSTICE, PC

Dated: September 9, 2025

Karsten S. Hofmann

Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Attorneys for Plaintiff and Proposed Class Counsel

SNELL & WILMER

Dated: September 29, 2025



Tiffany Brosnan
Anne Dwyer
Attorneys for Defendant SABA Holding Company, LLC
dba Volvo Construction Equipment & Service

EXHIBIT A



December 22, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

**Re: VOLVO GROUP NORTH AMERICA, INC.; VOLVO CONSTRUCTION
EQUIPMENT NORTH AMERICA, LLC**

Dear Representative:

We have been retained to represent Shane Underwood against Volvo Group North America, Inc., and Volvo Construction Equipment North America, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Volvo”) for violations of California wage-and-hour laws. Mr. Underwood seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Underwood seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Volvo employed Mr. Underwood as an hourly-paid, non-exempt employee from approximately July 2023 to approximately August 2023, in the State of California.

The “aggrieved employees” that Mr. Underwood may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Volvo has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001.

Volvo required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to

compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries. Volvo rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Volvo over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Underwood and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Underwood and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Volvo required Mr. Underwood and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Volvo also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Volvo did

not provide Mr. Underwood and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Volvo were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Underwood and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Underwood and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Underwood and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Underwood and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Underwood and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Volvo failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Underwood and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and

use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Volvo failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Volvo did not provide Mr. Underwood and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Underwood and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Underwood and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Underwood and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Volvo. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the purchasing and maintenance of footwear in compliance with the dress code, and the purchasing and maintenance of tools.

Therefore, on behalf of all aggrieved employees, Mr. Underwood seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in dark ink, reading "Gabriella Sole". The script is cursive and fluid, with the first name and last name clearly distinguishable.

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Volvo Group North America, Inc.
7900 National Service Road
Greensboro, NC 27409

Volvo Construction Equipment North America, LLC
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd, Ste 700
Glendale, CA 91203

EXHIBIT B



February 13, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

**Re: VOLVO GROUP NORTH AMERICA, INC.; VOLVO CONSTRUCTION
EQUIPMENT NORTH AMERICA, LLC; SABA HOLDING COMPANY, LLC
DBA VOLVO CONSTRUCTION & EQUIPMENT SERVICES**

Dear Representative:

We have been retained to represent Shane Underwood against Volvo Group North America, Inc., Volvo Construction Equipment North America, LLC, and SABA Holding Company, LLC dba Volvo Construction & Equipment Services (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Volvo”) for violations of California wage-and-hour laws. Mr. Underwood seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Underwood seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Volvo employed Mr. Underwood as an hourly-paid, non-exempt employee from approximately July 2023 to approximately August 2023, in the State of California.

The “aggrieved employees” that Mr. Underwood may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Volvo has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001.

Volvo required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries. Volvo rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Volvo over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Underwood and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Underwood and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Volvo required Mr. Underwood and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Volvo also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Volvo did not provide Mr. Underwood and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Volvo were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Underwood and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Underwood and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Underwood and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Underwood and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Underwood and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Volvo failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Underwood and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the

employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Volvo failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Volvo did not provide Mr. Underwood and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Underwood and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Volvo failed to pay Mr. Underwood and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Underwood and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Underwood and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Volvo. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the purchasing and maintenance of footwear in compliance with the dress code, and the purchasing and maintenance of tools.

Therefore, on behalf of all aggrieved employees, Mr. Underwood seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed

and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Volvo Group North America, Inc.
7900 National Service Road
Greensboro, NC 27409

Volvo Construction Equipment North America, LLC
SABA Holding Company, LLC dba Volvo Construction & Equipment Services
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd, Ste 700
Glendale, CA 91203

Volvo Construction Equipment North America, LLC
c/o Anne Dwyer
SNELL & WILMER
Attorney
600 Anton Blvd, Suite 1400
Costa Mesa, CA 92626

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Shane Underwood vs. Volvo Group North America, Inc. and SABA Holding Company, LLC
Superior Court of California for the County of Riverside, Case No. CVRI2401288

PLEASE READ THIS NOTICE CAREFULLY.

You have received this 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 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 that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Shane Underwood ("Plaintiff") and Defendant SABA Holding Company, LLC dba Volvo Construction Equipment & Services ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), in the case entitled *Shane Underwood v. Volvo Group North America, Inc. and SABA Holding Company, LLC*, Riverside County Superior Court, Case No. CVRI2401288 (the "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] (the "Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California at any time during the period Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from March 8, 2020 through July 13, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Employees" means all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from December 22, 2022 through July 13, 2025.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On March 8, 2024, Plaintiff commenced a class action lawsuit by filing the Class Action Complaint for Damages in the Action. On December 22, 2023 and February 13, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Notice") in connection with the Private Attorneys General Act ("PAGA"), Labor Code Section 2698-2699.8. PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for California Labor Code violations. Thereafter, on March 8, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, in the County of Riverside, Case No. CVRI2401287, which has been consolidated with the Action.

Defendant denies all of the allegations in the Action and denies that they violated any relevant law with respect to the Class Members and PAGA Employees.

The Parties participated in mediation with a respected mediator, and as a result, the Parties reached a settlement. The Parties

have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement,” “Settlement,” and/or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [insert settlement administrators] as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Shane Underwood as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian
Joanna Ghosh
Vartan S. Madoyan
Lawyers for Justice, PC
450 N Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to 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 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.

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 Plaintiff, Class Members, or PAGA Employees. Plaintiff 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 Class Members and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes may be appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is One Million Four Hundred Thousand and Fifteen Dollars (\$1,415,000) (the “Total Settlement Amount”). The portion of the Total 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 Total 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 Total Settlement Amount (i.e., \$495,250) and reimbursement of litigation costs not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) General Release Fee in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for his services in the Action; (3) the amount of Fifty Five Thousand Dollars (\$55,000) allocated toward civil penalties under PAGA (“PAGA Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Seven Hundred and Fifty Dollars (\$7,750) to the Settlement Administrator. By law, the PAGA Amount will be distributed 75% to the LWDA (i.e., \$41,250) (“LWDA Payment”) and the remaining 25% (i.e., \$13,750) will be distributed to PAGA Employees (“PAGA Employee Amount”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to calculate the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to calculate his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below).

Class Members are eligible to receive payment under the Class Settlement of their proportional share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”), divided by the total number of weeks that all Class Members collectively worked and were employed during the Class Period.

The estimated average Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]
The estimated highest Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]
The estimated lowest Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, 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 Share (the net payment is referred to as "Individual Settlement Payment"). Conversely, the employer's share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares ("Employer Taxes") shall be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their proportional share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of weeks each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the **PAGA Period, ("PAGA Workweeks")**, divided by the total number of weeks that all PAGA Employees collectively worked during the PAGA Period.

The Settlement Administrator has divided the **PAGA Employee Amount, i.e., 25% of the PAGA Amount**, by the total number of Workweeks of all PAGA Employees during the PAGA Period to calculate the "PAGA Workweek Value," and multiplied each PAGA Employee's **individual Workweeks during the PAGA Period by the PAGA Workweek Value to calculate his or her Individual PAGA Payment** (which is listed in Section III.C below).

The estimated average Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]
The estimated highest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]
The estimated lowest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

Each Individual PAGA Payment will be allocated as 100% penalties, which 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 Notice was mailed is not correct, or if you move after you receive this 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 Based on Defendant's Records

According to Defendant's records,

- **During the Class Period, you are credited as having [] Workweeks.**
- **During the PAGA Period, you are credited as having [] Workweeks.**

If you wish to dispute the above Workweeks credited to you, you must submit a written letter ("Workweeks Dispute"), which must: (a) contain the case name and number of the Action (*Shane Underwood v. Volvo Group North America, Inc.*, Case No. CVRI2401288); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number which should be credited to you; (d) attach any documentation that you may have to support the dispute; and (e) be submitted 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

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks 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.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., 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 whether known or unknown.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims during the PAGA Period whether known or unknown. Plaintiff does not release any **PAGA Employee's** claim for wages or damages. However, PAGA Employees who are also Settlement Class Members will also be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys’ fees, cost, and any other form of relief or remedy in law, equity, or whatever kind of nature, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions including: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698-2699. that were alleged in the PAGA Notice and/or Additional PAGA Notice or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and/or Additional PAGA Notice, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders including, Wage Orders 1-2001, 4-2001, and 9-2001, and including claims for failure to pay all overtime wages due; failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay all minimum wages due; failure to pay reporting time pay; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to provide written notice of wages at time of hire; failure to maintain requisite payroll records; and failure to reimburse business expenses.

“Released Parties” means Defendant and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Settlement Class Members or PAGA Members as well as each of their officers, directors, members, managers, owners, executives, partners, non-settlement class member

employees, shareholders, agents, joint venturers, insurers, attorneys, and any of their predecessors, successors, assigns or legal representatives.

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 Total Settlement Amount (i.e., \$495,250) and up to Twenty Five Thousand Dollars (\$25,000) in reimbursement of litigation costs and expenses (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 Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (i.e., without being paid any money to date) and has been paying all litigation costs and expenses to date.

F. General Release Fee to Plaintiff

Plaintiff will seek the amount of up to Ten Thousand Dollars (\$10,000) ("General Release Fee"), in recognition of his services in connection with the Action. The General Release Fee will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Seven Hundred and Fifty Dollars (\$7,750) ("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, Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement. The Settlement Administration Costs shall be paid from the Maximum 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 Settlement and receive money from the 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, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based on the Class Settlement, and you will release the Released Class Claims described in Section III.D above.

PAGA Employees may not request exclusion from the PAGA Settlement. If you are a PAGA Employee, 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 on the PAGA Settlement, and you will release the Released PAGA Claims described in Section III.D above, regardless of whether you are a Class Member that requests exclusion from the Class Settlement.

Class Members and PAGA Employees will not be separately responsible for payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel in which event they are responsible for their own fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Exclusion Form (both of which are referred to as a "Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Shane Underwood v. Volvo Group North America, Inc., Inc.*, Case No. CVRI2401288); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion

from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before [Response Deadline].

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement or 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 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. 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. PAGA Employees may not submit a Request for Exclusion as to the PAGA Settlement.

C. Object to the Class Settlement

Class Members may object to the Class Settlement as long as they have not submitted a Request for Exclusion (i.e., as long as they are Settlement Class Members), by submitting a written objection to the Settlement Administrator, as described below or by completing and submitting the enclosed Objection Form (both of which are referred to as an “Objection”) to the Settlement Administrator, or by presenting their objection orally at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Action (*Shane Underwood v. Volvo Group North America, Inc., Inc.*, Case No. CVRI2401288); (b) contain the your full name, signature, address, telephone number, and 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, if any, upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in section IV.B. above, postmarked on or before [Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve the Attorneys’ Fees and Costs to Class Counsel, General Release Fee to Plaintiff, and Settlement Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option.

Please visit the Court’s website for the most up-to-date information on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.riverside.courts.ca.gov/general-information>

On the Court’s website, you can find information regarding appearing remotely via Zoom online (for the Final Approval Hearing that is scheduled to be held in Department 1 of the Historic Courthouse of the Riverside County Superior Court): <https://www.riverside.courts.ca.gov/remoteppearances>

VI. ADDITIONAL INFORMATION

The above summarizes the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Joint Stipulation of Class Action and PAGA Settlement and Release, which is attached as Exhibit [#] to the Declaration of Vartan Madoyan in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on [MPA filing date] and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court’s website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No.

CVRI2401288).

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

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

Shane Underwood v. Volvo Group North America, Inc. and SABA Holding Company, LLC
Superior Court of California, County of Riverside, Case No. CVRI2401288

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

[Ilym Group, Inc.]
[INSERT MAILING ADDRESS]

I request to be excluded from the class action settlement in the matter of *Shane Underwood v. Volvo Group North America, Inc. and SABA Holding Company, LLC*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Employee, I will still be bound by the settlement and release of Released PAGA Claims and will be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

Shane Underwood v. Volvo Group North America, Inc. and SABA Holding Company, LLC
Superior Court of California, County of Riverside, Case No. CVRI2401288

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before **[RESPONSE DEADLINE]**.

[Ilym Group, Inc.]

[INSERT MAILING ADDRESS]

I wish to object to the Class Settlement on the following grounds:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.