

1 Kevin Mahoney (SBN: 235367)
2 kmahoney@mahoney-law.net
3 Katherine Odenbreit (SBN: 184619)
4 kodenbreit@mahoney-law.net
5 John A. Young (SBN: 299809)
6 jyoung@mahoney-law.net
7 **MAHONEY LAW GROUP, APC**
8 249 East Ocean Boulevard, Suite 814
9 Long Beach, CA 90802
10 Telephone: (562) 590-5550
11 Facsimile: (562) 590-8400

12 Attorneys for Plaintiff ANITA TREJO, as an individual and on behalf of all
13 employees similarly situated,

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 ANITA TREJO,

17 Plaintiff,

18 v.

19 LYNEER STAFFING SOLUTIONS,
20 LLC; CIERA STAFFING, LLC;
21 EMPLOYERS HR LLC; YUSEN
22 LOGISTICS (AMERICAS) INC.;
23 and DOES 1 through 50, inclusive,

24 Defendants

Case No. 2:19-cv-04132-DSF-JC

CLASS ACTION

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

Assigned for all purposes to:
Hon. Dale S. Fischer

Complaint Filed: March 27, 2019
Trial Date: None Yet Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Additional Counsel:

Stacey M. Cooper, Esq. (SBN: 226012)

Stacey.cooper@jacksonlewis.com

Dorothy L. Black, Esq. (SBN: 211260)

Pamela Palpallatoc, Esq. (SBN: 273167)

JACKSON LEWIS PC

225 Broadway, Suite 2000

San Diego, CA 92101

Telephone No.: (619) 573-4900

Facsimile No.: (619) 573-4901

Attorneys for Defendant LYNEER STAFFING SOLUTIONS, LLC

Daniel B. Chammas (SBN: 204825)

dchammas@fordharrison.com

Jennifer S. McGeorge (SBN: 221679)

jmcgeorge@fordharrison.com

FORD & HARRISON, LLP

350 South Grand Avenue, Suite 2300

Los Angeles, CA 90071

Telephone No.: (213) 237-2400

Facsimile: (213) 237-2401

Attorneys for Defendant YUSEN LOGISTICS (AMERICAS), INC.

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND**
2 **RELEASE**

3 IT IS HEREBY STIPULATED, by and among Plaintiff ANITA TREJO
4 (“Plaintiff”), on behalf of herself and the Settlement Class Members on the one
5 hand, and Defendants Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC,
6 Employers HR, LLC, and Yusen Logistics (Americas), Inc. (collectively
7 referred to herein as “Defendants”), and subject to the approval of the Court,
8 that the above-captioned action is hereby being compromised and settled
9 pursuant to the terms and conditions set forth in this Joint Stipulation of Class
10 Action Settlement and Release (the “Settlement”).

11 **1. DEFINITIONS**

12 Capitalized terms used in this Settlement shall have the meanings set forth
13 below:

14 1.1. “Actions” mean the lawsuit entitled *Anita Trejo v. Lyneer Staffing*
15 *Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics*
16 *(Americas), Inc.*, (United States District Court – Central District Case No. 2:19-
17 cv-04132 DSF (JCx) (“Federal Class Action Case”) and Superior Court of
18 California, for the County of Los Angeles Case No. 19STCV18725 (“PAGA
19 Action”).

20 1.2. “Claims Administrator” means Phoenix Settlement Administrators.

21 1.3. “Claims Administration Costs” means the amount to be paid to the
22 third-party Claims Administrator from the Gross Settlement Amount for the
23 administration of the Settlement. The Claims Administration Costs amount is
24 not to exceed fifteen thousand dollars (\$15,000.00). Any portion of the
25 requested Claims Administration Costs that is not awarded to the Claims
26 Administrator shall be part of the Net Settlement Amount.

27 1.4. “Class Counsel” means Kevin Mahoney, Katherine J. Odenbreit, and
28 John A. Young of the Mahoney Law Group, APC.

1 1.5. “Class Counsel Award” means reasonable attorneys’ fees for Class
2 Counsel’s litigation and resolution of this Action in a maximum amount of one
3 hundred sixty thousand dollars (\$160,000.00) (one-third of the Gross Settlement
4 Amount). The Court shall determine the amount of the Class Counsel Award,
5 and it shall be paid from the Gross Settlement Amount. Any portion of the
6 requested Class Counsel Award that is not awarded to Class Counsel shall be
7 part of the Net Settlement Amount.

8 1.6. “Class Counsel Costs” means expenses incurred by Class Counsel
9 for Class Counsel’s litigation and resolution of this Action, not to exceed sixteen
10 thousand dollars (\$16,000.00). The Court shall determine the amount of the
11 Class Counsel Costs, and it shall be paid from the Gross Settlement Amount.
12 Any portion of the requested Class Counsel Costs that is not awarded to Class
13 Counsel shall be part of the Net Settlement Amount.

14 1.7. “Class Information” means information regarding Settlement Class
15 Members that Defendant will in good faith compile from its records and provide
16 to the Claims Administrator. Class Information shall be provided as a Microsoft
17 Excel spreadsheet and shall include, for each Class Member the following:
18 Settlement Class Member’s full name; last known address; last known home
19 telephone number; social security number; start and end dates of employment
20 during the Class Period, and number of pay periods in which the Class Member
21 worked during the Class Period (“Compensable Work Weeks”). Because social
22 security numbers are included in the Class Information, the Claims
23 Administrator shall maintain the Class Information in confidence; access shall
24 be limited to those with a need to use the Class Information as part of the
25 administration of the Settlement; and transmission shall be through use of a
26 secure, password-protected file.

27 1.8. “Class Period” means the period from July 1, 2017 through and
28 including August 25, 2019.

1 1.9. “Class Representative Enhancement Award” means the amount that
2 the Court authorizes to be paid to Plaintiff, not to exceed seven thousand five
3 hundred dollars (\$7,500.00) for Plaintiff, in recognition of Plaintiff’s efforts and
4 risks in assisting with the prosecution of the Action. The Class Representative
5 Enhancement Award shall be paid from the Gross Settlement Amount. Any
6 portion of the requested Class Representative Enhancement Award that is not
7 awarded to Plaintiff shall be part of the Net Settlement Amount.

8 1.10. “Compensable Work Weeks” means the number of work weeks
9 worked by each Settlement Class Member during the Class Period. Each
10 Settlement Class Member’s Compensable Work Weeks are calculated by
11 totaling the number of hours worked by each Settlement Class Member during
12 the Class Period and dividing each Settlement Class Member’s number by forty
13 (40).

14 1.11. “Court” means the United States District Court – Central District.

15 1.12. “Defendants” means Lyneer Staffing Solutions, LLC, Ciera Staffing,
16 LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc., and all of
17 their affiliated entities, related entities, owners, officers, directors, members,
18 parents, subsidiaries, affiliates, employees, agents, successors and assigns.

19 1.13. “Defense Counsel” means Stacey M. Cooper, Dorothy L. Black, and
20 Charles Whitman of Jackson Lewis, PC and Daniel B. Chammas and Jennifer S.
21 McGeorge of Ford & Harrison, LLP.

22 1.14. “Effective Date” means the latest of the following dates: (i) the date
23 upon which the Court grants final approval of the Settlement if no Settlement
24 Class members file objections to the Settlement; or (ii) if a Class Member files
25 an objection to the Settlement, sixty (60) days after the date upon which the
26 Court grants final approval of the Settlement if no appeal is initiated by an
27 objector; or (iii) if a timely appeal is initiated by an objector, the Effective Date
28 shall be the date of final resolution of that appeal (including any requests for

1 rehearing and/or petitions for *certiorari*), resulting in final judicial approval of
2 the Settlement.

3 1.15. "Employee Taxes" means the employee's share of any and all
4 applicable federal, state, and local payroll taxes on the portion of Participating
5 Class Members' Individual Settlement Payment that constitutes wages. The
6 Employee Taxes will be paid out of the Net Settlement Amount.

7 1.16. "Employer Taxes" means the employer's share of any and all
8 applicable federal, state, and local payroll taxes on the portion of Participating
9 Class Members' Individual Settlement Payment that constitute wages. The
10 Employer Taxes will be paid by Defendants, and not out of the Gross Settlement
11 Amount or Net Settlement Amount.

12 1.17. "Final Approval Hearing" means the hearing held on the motion for
13 final approval of the Settlement.

14 1.18. "Final Approval Date" means the date on which the Court grants
15 final approval of the Settlement.

16 1.19. "Final Judgment" means the Court's entry of an order of judgment
17 in this Action following the Court's final approval of the Settlement.

18 1.20. "Gross Settlement Amount" means the maximum amount
19 Defendants shall have to pay in connection with this Settlement, by way of a
20 common fund, which shall be inclusive of all Individual Settlement Payments to
21 Participating Class Members, Class Counsel Award, Class Counsel Costs,
22 Claims Administrator Costs, Class Representative Enhancement Award, and the
23 PAGA Allocation. Subject to Court approval and the terms of this Settlement,
24 the Gross Settlement Amount Defendant shall be required to pay is four hundred
25 eighty thousand dollars and no cents (\$480,000.00). No portion of the Gross
26 Settlement Amount will revert to Defendants, and the Settlement does not
27 require Participating Class Members to submit claims as a prerequisite to
28 receiving their Individual Settlement Payment. This Gross Settlement Amount

1 is based on Defendants' representation that the class size is two thousand sixty-
2 one (2,061) individuals. The Gross Settlement Amount is based on a calculation
3 of 19,942 Compensable Work Weeks, collectively worked by Class Members in
4 the Class Period. Defendants shall not be required to pay more than the Gross
5 Settlement Amount as long as the amount of Compensable Work Weeks does
6 not increase by more than ten (10%) percent. Should the class size increase by
7 more than ten (10%) percent, the Gross Settlement Amount shall increase
8 proportionately — e.g., if the Compensable Work Weeks increase by eleven
9 (11%) percent or 2,194 (or 22,136 total) Compensable Work Weeks, the Gross
10 Settlement Amount shall also increase by eleven (11%) percent. Under no other
11 circumstances shall Defendant be required to pay more than the Gross
12 Settlement Amount except as provided for in this Settlement.

13 1.21. "Individual Settlement Payment" means the amount payable to each
14 Participating Class Member, as calculated pursuant to Paragraph 3.22 of the
15 Settlement, from the Net Settlement Amount. Checks for Individual Settlement
16 Payments will specifically indicate that they are void if not negotiated within
17 one hundred eight (180) days of their issuance.

18 1.22. "PAGA Allocation" means twenty thousand dollars and no cents
19 (\$20,000.00) for the compromise of claims for civil penalties brought under the
20 Labor Code Private Attorneys General Act of 2004 ("PAGA"). Per California
21 Labor Code section 2699(i), fifteen thousand dollars and no cents (\$15,000.00),
22 representing 75% of the PAGA Allocation, will be paid to California's Labor
23 Workforce Development Agency from the Gross Settlement Amount. The
24 remaining five thousand dollars and no cents (\$5,000.00), representing 25% of
25 the PAGA Allocation, shall be part of the Net Settlement Amount to be
26 distributed to Participating Class Members who are eligible for PAGA penalties.

27 1.23. "LWDA PAGA Allocation" means fifteen thousand dollars and no
28 cents (\$15,000.00), representing 75% of the PAGA Allocation, and is the

1 amount payable from the Gross Settlement Amount to California's Labor
2 Workforce Development Agency.

3 1.24. "Net Settlement Amount" means the Gross Settlement Amount, less
4 the Class Counsel Award, the Class Counsel Costs, the Class Representative
5 Enhancement, the Claims Administration Costs, and the LWDA PAGA
6 Allocation. The Net Settlement Amount shall be distributed in its entirety to
7 Participating Class Members. Assuming all requested fees, costs and awards are
8 granted as requested, the Parties estimate this amount to be two hundred sixty-
9 six thousand five hundred dollars and no cents (\$266,500.00).

10 1.25. "Notice of Objection" means a written statement of objection to the
11 Settlement made and signed by a Settlement Class Member and includes the
12 following: (1) the full name of the Settlement Class Member; (2) the dates of
13 employment of the Settlement Class Member; (3) the last four (4) digits of the
14 Settlement Class Member's Social Security number and/or the Employee ID
15 number; (4) the basis for the objection; and (5) whether the Settlement Class
16 Member intends to appear at the Final Approval Hearing.

17 1.26. "Notice of Settlement" means the Notice of Proposed Class Action
18 Settlement (substantially in the form attached hereto as **Exhibit "A"**).

19 1.27. "Notice Packet" means the Notice of Proposed Class Action
20 Settlement and the Request for Exclusion.

21 1.28. "Participating Class Members" means all Settlement Class Members
22 who do not submit a valid and timely Request for Exclusion.

23 1.29. "Parties" means Plaintiff and Defendants collectively, and "Party"
24 shall mean any Plaintiff or any Defendant, individually.

25 1.30. "Plaintiff" means Anita Trejo.

26 1.31. "Preliminary Approval" or "Preliminary Approval Date" means the
27 date the Court enters the Preliminary Approval Order for the Settlement.

28 1.32. "Preliminary Approval Order" means the Proposed Order (filed

1 concurrently with this Settlement) for preliminary approval of the Settlement.

2 1.33. "Plaintiff's Released Claims" means any and all claims arising from
3 the facts alleged in the Action, including all wage and hour claims for unpaid
4 wages including minimum wage payments, failure to pay wages during
5 employment, failure to pay overtime, meal and rest break violations, wage
6 statement violations, reimbursement, restitution, disgorgement, conversion,
7 unjust enrichment, civil and statutory penalties, interests, liquidated damages,
8 attorneys' fees and costs, claims under California Labor Code sections 201-203,
9 204, 223, 226, 226.7, 510, 512, 558.1, 1194, 1194.2, 1197, 2698-2699.5, 2802,
10 applicable Industrial Welfare Commission Wage Order, and claims under
11 California Business & Professions Code sections 17200-17204. With respect to
12 any claims Defendants may have against Plaintiff and Plaintiff's Released
13 Claims, Defendants and Plaintiff shall be deemed to have, and by operation of
14 the Final Judgment shall have, expressly waived and relinquished, to the fullest
15 extent permitted by law, the provisions, rights and benefits of Section 1542 of
16 the California Civil Code, or any other similar provision under federal or state
17 law, which Section provides:

18 *A general release does not extend to claims that the creditor or releasing*
19 *party does not know or suspect to exist in his or her favor at the time of*
20 *executing the release and that, if known by him or her, would have*
21 *materially affected his or her settlement with the debtor or released party.*

22 This release excludes any current and/or future claims that cannot be waived as a
23 matter of law.

24 1.34. "Release by Defendants" means Released Parties hereby release
25 Plaintiff for all claims, demands, liabilities, and causes of action of every nature
26 and description whatsoever, known or unknown, asserted or that have been
27 asserted or that might have been asserted, whether in tort, contract, or violation
28 of any state or federal statute, rule or regulation arising out of, relating to, or in

1 connection with any act or omission by or on the part of Plaintiff, committed or
2 omitted prior to the execution hereof. This release excludes any current and/or
3 future claims that cannot be waived as a matter of law.

4 1.35. “Released Claims” means that Plaintiff and all Class Members who
5 do not timely opt out from the Class Settlement shall be deemed to have released
6 Defendants and all of their affiliated entities, related entities, owners, officers,
7 directors, members, parents, subsidiaries, affiliates, employees, agents,
8 successors and assigns (the “Released Parties”) from all claims in the Actions,
9 as well as any and all claims (known or unknown) that were asserted or could
10 have been asserted based on the facts pled in the Actions (including those
11 alleged in Plaintiff’s Letters to the LWDA), or that arise out of the Actions,
12 including, without limitation, claims that Defendants failed to provide meal
13 periods; failed to provide rest periods; failed to pay hourly wages; rounded time
14 entries to deprive Class Members of wages; required Class Members to work
15 “off the clock”; required Class Members to arrive to work early without
16 compensation; failed to pay minimum wage; failed to pay overtime
17 compensation; failed to provide accurate itemized wage statements; and failed to
18 pay all wages due to discharged and quitting employees. The released claims
19 include but are not limited to claims brought under California Labor Code
20 sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 2698 *et*
21 *seq.*, the applicable IWC Wage Order, and Section 17200 of the California
22 Business and Professions Code. Such claims include claims for wages, statutory
23 penalties, civil penalties, or other relief under the California Labor Code and any
24 other related state or municipal law, relief from unfair competition under
25 California Business and Professions Code section 17200 *et seq.*; attorneys’ fees
26 and costs; and interest, and waives the protection of California Civil Code
27 section 1542 with respect to such claims.

28 1.36. “Released Parties” means Defendants and all of their affiliated

1 entities, related entities, owners, officers, directors, members, parents,
2 subsidiaries, affiliates, employees, agents, successors and assigns.

3 1.37. "Request for Exclusion" means the Request for Exclusion form
4 (substantially in the form attached hereto as **Exhibit B**).

5 1.38. "Response Deadline" means the date forty-five (45) days after the
6 Claims Administrator mails Notice Packets to Settlement Class Members, and
7 shall be the last date on which Settlement Class Members may: (a) postmark
8 Requests for Exclusion from the Settlement, or (b) postmark Objections to the
9 Settlement.

10 1.39. "Settlement" means this Joint Stipulation of Class Action Settlement
11 and Release.

12 1.40. "Settlement Class Member(s)" or "Settlement Class" means all non-
13 exempt, hourly workers who were assigned by Lyneer Staffing Solutions, LLC,
14 Ciera Staffing, LLC, and Employers HR, LLC to perform work for Yusen
15 Logistics (Americas), Inc. in California at any time from July 1, 2017 to August
16 25, 2019.

17 **2. RECITALS**

18 2.1. Class Certification. The Parties stipulate and agree to the
19 certification of this Action for purposes of this Settlement only. Should the
20 Settlement not become final and effective, class certification shall immediately
21 be set aside (subject to further proceedings on motion of any party to certify or
22 deny certification thereafter). The Parties' willingness to stipulate to class
23 certification as part of the Settlement shall have no bearing on and shall not be
24 admissible in or considered in connection with, the issue of whether a class
25 should be certified in a non-settlement context in this Action, and shall have no
26 bearing on and shall not be admissible or considered in connection with the
27 issue of whether a class should be certified in any other lawsuit.

28 2.2. Procedural History. On March 27, 2019, Plaintiff, a former

1 employee of Defendants, filed the Class Action in the Superior Court of
2 California for the County of Los Angeles as a proposed class action on behalf of
3 all current and former non-exempt California employees of Defendants, during
4 the period of March 27, 2019 through the date of final judgment. Plaintiff
5 alleged that Defendants (1) failed to pay all wages, including minimum wages
6 and overtime wages; (2) failed to provide accurate itemized wage statements; (3)
7 failed to pay wages upon termination of employment; and (4) engaged in unfair
8 business practices. Plaintiff sought recovery under the California Labor Code,
9 the applicable Industrial Welfare Commission Wage Order, and the California
10 Business & Professions Code. On May 13, 2019 Defendant Yusen Logistics
11 (Americas), Inc. filed a notice of removal, removing the lawsuit entitled *Anita*
12 *Trejo v. Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR,*
13 *LLC, and Yusen Logistics (Americas), Inc.* Case No. 19STCV10411 to the
14 United States District Court for the Central District of California pursuant to
15 1332(d), 1367(a), 1441(a), 1441(b), 1446, and 1453. On May 30, 2020 Plaintiff
16 filed the PAGA Action in the Superior Court of California for the County of Los
17 Angeles Private Attorney’s General Act (“PAGA”).

18 2.3. Settlement Negotiations. On August 26, 2020, the Parties
19 participated in a private mediation session with mediator Steven Serratore, a
20 well-respected, experienced mediator in the field of wage and hour class actions.
21 Prior to the mediation, Class Counsel conducted extensive informal discovery
22 and investigation during the prosecution of the Action. The informal discovery
23 and investigation included, among other things: (1) inspection and analysis of
24 employee documents and data, time and payroll records, employment policies
25 and procedures, and other relevant documents; (2) evaluation of legal positions
26 taken by Defendants; (3) evaluation of potential class-wide damages and PAGA
27 penalties; and (4) review and research of applicable law with respect to the
28 claims and potential defenses brought by Defendants. Class Counsel has

1 vigorously prosecuted this Action, and Defendants have vigorously defended it.
2 The Parties have engaged in sufficient discovery and investigation to assess the
3 relative merits of the claims and contentions of the Parties. Based on this
4 information and the settlement discussions during the mediation conducted at
5 arm's length, the Parties came to an agreement in principle September 17, 2020.
6 The settlement is the result of an informed and detailed evaluation of the
7 potential liability of total exposure in relation to the costs and risks associated
8 with continued litigation of the Action.

9 2.4. Benefits of Settlement to Settlement Class Members. Plaintiff and
10 Class Counsel recognize the length of continued proceedings necessary to
11 litigate their disputes through certification, trial, and any possible appeal.
12 Plaintiff and Class Counsel have also taken into account the uncertainty and risk
13 of the outcome of further litigation, the difficulties and delays inherent in such
14 litigation, including, but not limited to, the risks related to a contested motion for
15 class certification, and the risks related to liability raised by the issues in this
16 case. Plaintiff and Class Counsel are also aware of the burdens of proof
17 necessary to establish liability for the claims asserted in the Action and the
18 difficulties in establishing damages for the Settlement Class Members. Plaintiff
19 and Class Counsel have also taken into account Defendants' agreement to enter
20 into a settlement that confers substantial relief upon Settlement Class Members.
21 Based on the foregoing, Plaintiff and Class Counsel have determined that this
22 Settlement is a fair, adequate, and reasonable, and is in the best interests of the
23 Settlement Class Members.

24 2.5. Defendants' Denial of Wrongdoing and Liability and Reasons for
25 Settlement. Defendants contend that the Settlement Class Members were
26 properly and timely paid all wages owed, including, but not limited to, all
27 straight time and overtime, and were provided meal and rest periods as required
28 under California law. However, Defendants have concluded that any further

1 defense of this Action would be protracted and expensive for the Defendants.
2 Defendant has been required, by way of this lawsuit to spend significant
3 financial resources and time in the defense thereof. In an effort to preserve those
4 financial resources going forward so that Defendants may make better use of
5 them for business purposes, Defendants have agreed to settle this case though
6 Defendants adamantly deny any liability in this matter. As such, Defendants
7 have agreed to settle in the manner and upon the terms set forth in this
8 Agreement to put to rest the claims as set forth in the Action.

9 2.6. No Admissions. The Parties understand and agree that this
10 Settlement is the result of a good faith compromise of disputed claims and
11 allegations. Defendants deny any and all claims alleged in this Action and deny
12 all wrongdoing whatsoever. This Agreement is not a concession or admission,
13 and shall not be used against Defendants as an admission or indication with
14 respect to any claim of any fault, concession or omission by Defendants,
15 regardless of whether or not the Settlement is finally approved and/or
16 consummated. In particular, but without limiting the generality of the foregoing,
17 nothing about this Settlement shall be offered or construed as an admission that
18 Defendants have violated any of its obligations under the California Labor Code,
19 or of liability in general, or any wrongdoing, impropriety, responsibility, or fault
20 whatsoever on the part of Defendants and/or the Released Parties. In addition,
21 this Settlement shall not be offered or admissible in evidence against any of the
22 Parties or any of the Released Parties, except in any action or proceeding
23 brought by or against Plaintiff, or Defendants to enforce its terms, or by
24 Defendants in defense of any claims brought by Plaintiff. Further, the
25 negotiation, terms, and entry of this Stipulation shall remain subject to the
26 provisions of Federal Rule of Evidence 408, and any other analogous rules of
27 evidence that are applicable.

28 2.7. Settlement Class Members' Claims. Plaintiff claims that the

1 Released Claims have merit and give rise to liability on the part of Defendants.
2 This Settlement is a compromise of disputed claims. Nothing contained in this
3 Settlement and no documents referred to herein, nor any action taken to carry
4 out this Settlement may be construed or used as an admission by or against the
5 Settlement Class Members or Class Counsel as to the merits or lack thereof of
6 the claims asserted.

7 2.8. Defendants' Defenses. Defendants deny and continues to deny each
8 and all of the allegations, claims, and contentions alleged by Plaintiff in the
9 Action. Defendants have expressly denied and continue to deny all charges of
10 wrongdoing or liability against it arising out of any of the conduct, statements,
11 acts, or omissions alleged in the Action. Defendants contend that it complied in
12 good faith with California and federal wage-and-hour laws and dealt legally and
13 fairly with Plaintiff and the Settlement Class Members. Defendants also deny
14 and continue to deny, *inter alia*, the allegations that the Settlement Class
15 Members have suffered damage; that Defendants in any way failed to pay
16 Settlement Class Members for all hours worked; that Defendants violated any
17 laws regarding meal periods, rest breaks and/or reporting time pay; that
18 Defendants failed to timely pay Settlement Class Members all wages owed upon
19 termination/resignation or otherwise when due; that Defendants failed to comply
20 with the law with respect to itemized wage statements; that Defendants engaged
21 in any unlawful, unfair or fraudulent business practices; that Defendants
22 engaged in any wrongful conduct as alleged in the Action; or that Settlement
23 Class Members were harmed by the conduct alleged in the Action. Neither this
24 Settlement, nor any document referred to or contemplated herein, nor any action
25 taken to carry out this Settlement, is, may be construed as, or may be used as an
26 admission, concession or indication by or against Defendants of any fault,
27 wrongdoing or liability whatsoever. Defendants deny that, for any purpose
28 other than settling this Action, these claims are appropriate for class or

1 representative treatment.

2 **3. TERMS OF SETTLEMENT**

3 The Parties agree as follows:

4 3.1. Binding Settlement. This Settlement shall bind the Parties and all
5 Participating Class Members, subject to the terms and conditions hereof and the
6 Court's approval.

7 3.2. Maximum Amount Payable. Under the terms of this Settlement, the
8 maximum amount payable by Defendants shall be the Gross Settlement Amount
9 of four hundred eighty thousand dollars and no cents (\$480,000.00), which
10 includes Individual Settlement Payments to Participating Class Members, the
11 Class Counsel Award, Class Counsel Costs, Claims Administrator Costs, Class
12 Representative Enhancement Award, and the LWDA PAGA Allocation.
13 Employer payroll taxes due on wage payments from the maximum amount
14 payable shall be paid separately by Defendants, in addition to the maximum
15 amount payable.

16 3.3. Releases As To Plaintiff, Defendants and All Settlement Class
17 Members. As of the Effective Date, all Settlement Class Members, including
18 Plaintiff, who do not opt out of the Settlement, will be deemed to have fully,
19 finally and forever released, settled, compromised, relinquished, and discharged
20 the Released Parties from Plaintiff's Released Claims and the Released Claims
21 for the period of July 1, 2017 through August 25, 2019. Likewise, as of the
22 Effective Date, the Release by Defendants shall become effective.

23 3.4. Tax Liability. The Parties make no representations as to the tax
24 treatment or legal effect of the payments called for hereunder, and Plaintiff and
25 Settlement Class Members are not relying on any statement or representation by
26 the Parties in this regard. Plaintiff and Participating Class Members understand
27 and agree that they will be responsible for the payment of any taxes and
28 penalties assessed on the payments described herein and will hold the Released

1 Parties free and harmless from and against any claims resulting from treatment
2 of such payments as non-taxable damages, including the treatment of such
3 payment as not subject to withholding or deduction for payroll and employment
4 taxes. Plaintiff is advised to consult with competent tax counsel in connection
5 with this Settlement, and Plaintiff is not relying on any statement or
6 representation by Defendants in this regard. Defendants' share of Employer
7 Taxes shall be paid separately from the Gross Settlement Amount.

8 3.5. Circular 230 Disclaimer. The Parties acknowledge and agree that
9 (1) no provision of this Settlement, and no written communication or disclosure
10 between or among the Parties, Class Counsel or Defense Counsel and other
11 advisers, is or was intended to be, nor shall any such communication or
12 disclosure constitute or be construed or be relied upon as, tax advice within the
13 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
14 amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
15 or its own, independent legal and tax counsel for advice (including tax advice) in
16 connection with this Settlement, (b) has not entered into this Settlement based
17 upon the recommendation of any other party or any attorney or advisor to any
18 other party, and (c) is not entitled to rely upon any communication or disclosure
19 by any attorney or adviser to any other party to avoid any tax penalty that may
20 be imposed on the acknowledging party; and (3) no attorney or adviser to any
21 other party has imposed any limitation that protects the confidentiality of any
22 such attorney's or adviser's tax strategies (regardless of whether such limitation
23 is legally binding) upon disclosure by the acknowledging party of the tax
24 treatment or tax structure of any transaction, including any transaction
25 contemplated by this Settlement.

26 3.6. Settlement Approval and Implementation Procedures. As part of
27 this Settlement, the Parties agree to the following procedures for obtaining the
28 Court's preliminary approval of the Settlement, certifying the Settlement Class,

1 notifying Settlement Class Members of the Settlement, obtaining the Court's
2 final approval of the Settlement, and processing the Individual Settlement
3 Payments.

4 3.7. Preliminary Approval and Certification. As soon as practicable after
5 execution of this Settlement, the Parties will jointly submit this Settlement to the
6 Court for its preliminary approval. Such submission will include this
7 Settlement, the proposed Notice Packet, the proposed Preliminary Approval
8 Order, and any, memoranda and evidence as may be necessary for the Court to
9 determine that this Settlement is fair, adequate, and reasonable. The Parties
10 agree to request the Court to enter an order conditionally certifying the
11 Settlement Class after the preliminary approval hearing, in accordance with Rule
12 23 and or California Rules of Court, Rule 3.769(c).

13 3.8. Class Information. No more than fifteen (15) calendar days after the
14 entry of the Preliminary Approval Order, Defendants shall provide the Claims
15 Administrator with the Class Information for purposes of mailing Notice Packets
16 to Settlement Class Members.

17 3.9. Notice by First Class U.S. Mail. Upon receipt of the Class
18 Information, the Claims Administrator will perform a search on the National
19 Change of Address database to update the Settlement Class Members'
20 addresses. No more than ten (10) calendar days after receiving the Class
21 Information from Defendants, as provided herein, the Claims Administrator
22 shall mail copies of the Notice Packet in English and Spanish to all Settlement
23 Class Members by regular First-Class U.S. Mail (attached hereto as Exhibits A
24 and B, to be translated by the Claims Administrator). The Claims Administrator
25 shall exercise its best judgment to determine the current mailing address for each
26 Settlement Class Member. The address identified by the Claims Administrator
27 as the current mailing address shall be presumed to be the best mailing address
28 for each Settlement Class Member. It will be conclusively presumed that if an

1 envelope so mailed has not been returned within twenty (20) days of the mailing
2 that the Settlement Class Member received the Notice Packet.

3 3.10. Undeliverable Notices. Any Notice Packets returned to the Claims
4 Administrator as undeliverable on or before the Response Deadline shall be re-
5 mailed to the forwarding address affixed thereto.

6 3.11. For each Settlement Class Member whose Notice Packet is returned,
7 there will be one (1) skip trace by the Claims Administrator. If an updated
8 mailing address is identified, the Claims Administrator shall resend the Notice
9 Packet to the Settlement Class Member. One (1) supplemental Notice Packet
10 shall be mailed to each Settlement Class Member whose original Notice Packet
11 is returned as undeliverable to the Claims Administrator. Such re-mailing shall
12 be made within five (5) business days of the Claims Administrator receiving
13 notice that the respective Notice Packet was undeliverable. Reasonable requests
14 by the Claims Administrator for additional information in Defendants'
15 possession must be responded to within a reasonable amount of time by counsel
16 for Defendants. It is the intent of the Parties that reasonable means be used to
17 locate the Settlement Class Members and apprise them of their rights.

18 3.12. Settlement Class Members to whom Notice Packets are re-sent after
19 having been returned undeliverable to the Claims Administrator shall have
20 fourteen (14) calendar days thereafter, or until the Response Deadline has
21 expired, whichever is later, to mail the Request for Exclusion or a Notice of
22 Objection. Notice Packets that are re-sent shall inform the recipient of this
23 adjusted deadline. The date of the postmark on the return envelope shall be the
24 exclusive means used to determine whether a Settlement Class Member has
25 returned his or her Request for Exclusion on or before the adjusted deadline. It
26 will be conclusively presumed that if an envelope so mailed has not been
27 returned within twenty (20) days of the mailing, that the Settlement Class
28 Member received the Notice Packet. If a Settlement Class Member's Notice

1 Packet is returned to the Claims Administrator more than once as undeliverable,
2 then an additional Notice Packet shall not be re-mailed.

3 3.13. Compliance with the procedures specified in paragraphs 3.9 through
4 3.12 of this Settlement shall constitute due and sufficient notice to Settlement
5 Class Members of this Settlement and shall satisfy the requirement of due
6 process. Nothing else shall be required of, or done by, the Parties, Class
7 Counsel, and/or Defense Counsel to provide notice of the proposed Settlement.

8 3.14. Disputes. Settlement Class Members will have the opportunity
9 during the forty-five (45) day Response Deadline, should they disagree with
10 Defendants' records regarding their days worked during the Class Period, to
11 provide documentation and/or an explanation to show contrary days worked.
12 Absent evidence to the contrary, Defendants' records will be presumed correct.
13 If there is a dispute, the Claims Administrator will notify and consult with the
14 Parties to determine whether an adjustment is warranted. The Claims
15 Administrator shall determine the eligibility for, and the amounts of, any
16 Individual Settlement Payments under the terms of this Settlement. The Claims
17 Administrator's determination of the eligibility for and amount of any Individual
18 Settlement Payment shall be binding upon the Settlement Class Member and the
19 Parties. The Claims Administrator shall inform Class Counsel in a timely
20 fashion as to the submission and resolution of all disputes.

21 3.15. Exclusions (Opt-Outs). The Notice Packet shall state that
22 Settlement Class Members who wish to exclude themselves from the Settlement
23 must submit a Request for Exclusion by the Response Deadline. The Request
24 for Exclusion: (1) must contain the name, address, and the last four (4) digits of
25 the Social Security number of the Settlement Class Member requesting
26 exclusion, (2) must state the reason for the exclusion, (3) must be signed by the
27 Settlement Class Member; and (4) must be postmarked by the Response
28 Deadline and returned to the Claims Administrator at the specified address. If

1 the Request for Exclusion does not contain the information listed in (1)-(3), it
2 will not be deemed valid for exclusion from this Settlement. The date of the
3 postmark on the return-mailing envelope shall be the exclusive means used to
4 determine whether a Request for Exclusion has been timely submitted. Any
5 Settlement Class Member who requests to be excluded from the Settlement will
6 not be entitled to any recovery under the Settlement and will not be bound by
7 the terms of the Settlement, unless the employee worked during the PAGA
8 Period and will be receive their portion of the PAGA Allocation. Settlement
9 Class Members who receive a Notice Packet, but fail to submit a valid and
10 timely Request for Exclusion on or before the Response Deadline shall be bound
11 by all terms of the Settlement and any Final Judgment entered in this Action if
12 the Settlement is approved by the Court. At no time shall any of the Parties or
13 their counsel seek to solicit or otherwise encourage members of the Settlement
14 Class to submit Requests for Exclusion from the Settlement. Class Counsel
15 shall not represent any Settlement Class Member with respect to any such
16 Requests for Exclusion. Settlement Class Members who submit a valid Request
17 for Exclusion may not also submit a Notice of Objection. No later than seven
18 (7) calendar days after the Response Deadline, the Claims Administrator shall
19 provide Defense Counsel with a final list of the Settlement Class Members who
20 have timely submitted a Request for Exclusion.

21 3.16. Objections. The Notice Packet shall state that Settlement Class
22 Members who wish to object to the Settlement must not submit a Request for
23 Exclusion and must submit a written statement of objection (“Notice of
24 Objection”) by the Response Deadline to the Claims Administrator. The Notice
25 of Objection must be signed by the Settlement Class Member and state: (1) the
26 full name of the Settlement Class Member; (2) the dates of employment of the
27 Settlement Class Member; (3) the last four (4) digits of the Settlement Class
28 Member’s Social Security number and/or the Employee ID number; (5) the basis

1 for the objection; and (6) whether the Settlement Class Member intends to
2 appear at the Final Approval Hearing. The Notice of Objection must be
3 postmarked by the Response Deadline and returned to the Claims Administrator
4 at the specified address. Within five (5) days of receiving a Notice of Objection
5 from a Settlement Class Member, the Claims Administrator shall forward the
6 Notice of Objection to Class Counsel and Defense Counsel. Class Counsel will
7 thereafter lodge the Settlement Class Member's Notice of Objection with the
8 Court. Settlement Class Members who submit a Request for Exclusion are not
9 entitled to object to the Settlement. At no time shall any of the Parties or their
10 counsel seek to solicit or otherwise encourage Settlement Class Members to file
11 or serve written objections to the Settlement or appeal from the Final Judgment.
12 Class Counsel shall not represent any Settlement Class Members with respect to
13 any such objections.

14 3.17. Plaintiff's Participation. By executing this Settlement, Plaintiff
15 hereby stipulates she will not object to or exclude herself from the Settlement in
16 any way.

17 3.18. No Solicitation of Settlement Objections or Exclusions. The Parties
18 and their counsel agree to use their best efforts to carry out the terms of this
19 Settlement. At no time shall any of the Parties or their counsel seek to solicit or
20 otherwise encourage Settlement Class Members to submit either written
21 objections to the Settlement or Requests for Exclusion from the Settlement, or to
22 appeal from the Court's Final Judgment.

23 3.19. Funding of the Gross Settlement Amount. This is a non-
24 reversionary Settlement in which Defendants are required to pay the entire
25 Gross Settlement Amount. No portion of the Gross Settlement Amount will
26 revert to Defendants. Defendants are separately and solely responsible for any
27 employer payroll taxes owed as a result of the Settlement. By no later than
28 fifteen (15) calendar days after the Final Approval Date, Defendants shall

1 provide to the Claims Administrator the Gross Settlement Amount in the amount
2 of four hundred eighty thousand dollars and no cents (\$480,000.00). No
3 payments from the Gross Settlement Amount shall be made before the Gross
4 Settlement Amount is fully funded. No release in this Settlement shall be
5 effective until the Gross Settlement Amount is fully funded. Defendants, and
6 Released Parties listed in paragraph 1.35, are jointly and severally liable for the
7 full funding of the Gross Settlement Amount. If Defendants default, Plaintiff
8 and all Participating Class Members will be able to pursue all claims, and the
9 Settlement becomes null and void.

10 3.20. Accounting by Claims Administrator. No more than five (5)
11 business days after the Gross Settlement Amount is fully funded, the Claims
12 Administrator will provide the Parties with an accounting of all anticipated
13 payments from the Gross Settlement Amount. The Net Settlement Amount shall
14 be calculated by deducting from the Gross Settlement Amount payments for (1)
15 Class Representative Enhancement Award, as specified in this Settlement and
16 approved by the Court; (2) Class Counsel Award, as specified in this Settlement
17 and approved by the Court; (3) Class Counsel Costs, as specified in this
18 Settlement and approved by the Court; (4) Claims Administration Costs, as
19 specified in this Settlement and approved by the Court; and (5) the LWDA
20 PAGA Allocation, as specified in this Settlement and approved by the Court.
21 The Net Settlement Amount shall be distributed in Individual Settlement
22 Payments in accordance with Paragraphs 3.21 and 3.22.

23 3.21. Individual Settlement Payments. Each Participating Class Member
24 shall be eligible to receive an Individual Settlement Payment, which is a share of
25 the Net Settlement Amount, based on the number of Compensable Work Weeks
26 worked by the Participating Class Member during the Class Period and, for
27 Participating Class Members who are eligible for a portion from the PAGA
28 Allocation of the Net Settlement Amount, based on the number of Compensable

1 Work Weeks. Individual Settlement Payments shall be paid pursuant to the
2 formula set forth in Paragraph 3.22 below. Individual Settlement Payments
3 shall be mailed by regular First-Class U.S. Mail to Participating Class Members’
4 last known mailing address no later than fifteen (15) calendar days after the
5 Gross Settlement Amount is fully funded. Individual Settlement Payments will
6 specifically indicate that they are void if not negotiated within one hundred eight
7 (180) days of their issuance. Individual Settlement Payments reflect settlement
8 of a dispute regarding wages, interest, and penalties. Individual Settlement
9 Payments will be allocated as follows: twenty percent (20%) as wages; and
10 eighty percent (80%) as interest and penalties. The “wage” portion of each
11 Individual Settlement Payment will be reduced by any Employee Taxes. The
12 Claims Administrator shall issue the appropriate tax documents associated with
13 the Individual Settlement Payments, including an IRS Form W-2 for the
14 amounts allocated as “wages” and an IRS Form 1099 for the amounts allocated
15 as “interest” or “penalties.”

16 3.22. Individual Settlement Payment Formula. Defendants will calculate
17 the Compensable Work Weeks for each Settlement Class Member. The Claims
18 Administrator will calculate a Payment Ratio from the Net Settlement Amount
19 for each Settlement Class Member by dividing the respective Compensable
20 Work Weeks by the total Compensable Work Weeks for all Settlement Class
21 Members. Each Settlement Class Member’s Payment Ratio will then be
22 multiplied by the Net Settlement Amount to determine each Individual
23 Settlement Payment. The Claims Administrator will determine how to allocate
24 the PAGA Allocation in the Net Settlement Amount (\$5,000.00) based on
25 Compensable Work Weeks for Settlement Class Members who are eligible for a
26 portion of the PAGA Allocation. The Claims Administrator will reduce each
27 Individual Settlement Payment by Employee Taxes, which will be based on the
28 most recent W-4 form on record for Participating Class Members. The Claims

1 Administrator will be responsible for issuing to Plaintiff, Participating Class
2 Members, and Class Counsel W-2's, 1099's, or other tax forms as may be
3 required by law for all amounts paid pursuant to this Settlement. The Claims
4 Administrator will also be responsible for forwarding all payroll taxes and
5 penalties to the appropriate government authorities. Defendants shall be
6 responsible for Employer Taxes. Other than Plaintiff, Class Members are not
7 eligible to receive any compensation other than an Individual Settlement
8 Payment, and/or PAGA payment for those who are entitled to the same.
9 Defendants shall have no responsibility for deciding the validity of any
10 Individual Settlement Payment or any other payments made pursuant to this
11 Settlement, shall have no involvement in or responsibility for the determination
12 or payment of Employee Taxes, and shall have no liability for any errors made
13 with respect to such Employee Taxes.

14 3.23. No benefit, including but not limited to pension benefits, shall
15 increase or accrue as a result of any payment made pursuant to this Settlement.

16 3.24. If a check for an Individual Settlement Payment is returned to the
17 Claims Administrator as undeliverable, the Claims Administrator shall promptly
18 attempt to obtain a valid mailing address by performing a skip trace search. If
19 another address is identified, the Claims Administrator shall mail the check to
20 the newly identified address. If an Individual Settlement Payment check is
21 returned to the Claims Administrator a second time as undeliverable, the Claims
22 Administrator shall not attempt any further re-mailing of that check. Any
23 settlement checks that remain uncashed one hundred eighty (180) or more
24 calendar days after issuance shall be voided. The Claims Administrator shall
25 forward all voided settlement checks to the California State Controller's Office's
26 Unclaimed Property Division. The Claims Administrator shall also compile a
27 list of the Participating Class Members for whom their funds were deposited
28 with the California State Controller's Office's Unclaimed Property Division. In

1 such event, the Participating Class Member shall nevertheless remain bound by
2 the Settlement. The Parties agree that good cause exists for the Court to approve
3 this distribution because the unclaimed funds are unclaimed wages of employees
4 that will be held by the State of California for the benefit of these employees,
5 who may request receipt of payment form the California State Controller's
6 Office's Unclaimed Property Division.

7 3.25. Class Representative Enhancement Awards. Defendants agree not
8 to oppose or object to any application or motion by Plaintiff for a Class
9 Representative Enhancement Award, not to exceed seven thousand five hundred
10 dollars and no cents (\$7,500.00) for Plaintiff Anita Trejo, as consideration for
11 Plaintiff's time and effort in bringing and prosecuting this matter. The Class
12 Representative Enhancement Award shall be paid to Plaintiff from the Gross
13 Settlement Amount no later than fifteen (15) calendar days after the Gross
14 Settlement Amount is fully funded. The Claims Administrator shall issue an
15 IRS Form 1099 — MISC to Plaintiff for his Class Representative Enhancement
16 Award. Plaintiff shall be solely and legally responsible for payment of all
17 applicable taxes on his Class Representative Enhancement Award and shall hold
18 Defendants harmless from any claim or liability for taxes, penalties, or interest
19 arising as a result of the Class Representative Enhancement Award. The Class
20 Representative Enhancement Award shall be in addition to Plaintiff's Individual
21 Settlement Payment as a Participating Class Member. In the event that the
22 Court awards lesser amounts than the Class Representative Enhancement
23 Awards requested, then any portion of the requested amounts not awarded to
24 Plaintiff shall be added to the Net Settlement Amount. Plaintiff shall not have
25 the right to revoke his agreement to the Settlement on the grounds the Court did
26 not approve any or all of her request for a Class Representative Enhancement
27 Award.

28 3.26. Class Counsel Award and Costs. Defendants agree not to oppose or

1 object to any application or motion by Class Counsel for a Class Counsel Award
2 not to exceed one hundred sixty thousand dollars and no cents (\$160,000.00)
3 and Class Counsel Costs not to exceed sixteen thousand dollars and no cents
4 (\$16,000.00) from the Gross Settlement Amount. The Class Counsel Award and
5 Class Counsel Costs shall be paid no later than fifteen (15) calendar days after
6 the Gross Settlement Amount is fully funded. Class Counsel shall be solely and
7 legally responsible to pay all applicable taxes on the payments made pursuant to
8 this paragraph. The Claims Administrator shall issue an IRS Form 1099 —
9 MISC to Class Counsel for the payments made pursuant to this paragraph. This
10 Settlement is not contingent upon the Court awarding Class Counsel any
11 particular amount in attorneys' fees and costs. Any amount requested by Class
12 Counsel for the Class Counsel Award and Class Counsel Costs and not granted
13 by the Court shall be part of the Net Settlement Amount.

14 3.27. Defendant's Option to Terminate Settlement. If, after the Response
15 Deadline and before the Final Approval Hearing, one hundred three (103) or
16 more of the number of Settlement Class Members submit timely and valid
17 Requests for Exclusion from the Settlement, Defendants shall have, in its sole
18 discretion, the option to terminate this Settlement. Defendants shall exercise
19 this option to terminate, if it wishes, prior to the Final Approval Hearing. If
20 Defendants decide to void the Settlement, then the Settlement and conditional
21 class certification shall be considered void, and neither the Settlement,
22 conditional class certification, nor any of the related negotiations or proceedings,
23 shall be of any force or effect, and the Parties shall stand in the same position,
24 without prejudice, as if this Settlement had been neither entered into nor filed
25 with the Court. Should Defendants void the Settlement under this paragraph, it
26 shall be solely responsible for all Claims Administration Costs.

27 3.28. Claims Administration Costs. The Claims Administrator shall be
28 paid for the costs of administration of the Settlement from the Gross Settlement

1 Amount. Such costs of administration are not to exceed fifteen thousand dollars
2 and no cents (\$15,000.00), unless the court approves a higher amount. No fewer
3 than twenty (20) days prior to the Final Approval Hearing, the Claims
4 Administrator shall provide the Parties with a statement detailing the costs of
5 administration. The Claims Administrator, on Defendants' behalf, shall have
6 the authority and obligation to make payments, credits and disbursements,
7 including payments and credits in the manner set forth in this Settlement, to
8 Participating Class Members, calculated in accordance with the methodology set
9 out in this Settlement and orders of the Court. The Parties agree to cooperate in
10 the administration of the Settlement and to make all reasonable efforts to control
11 and minimize the costs and expenses incurred in administration of the
12 Settlement. The Parties each represent they do not have any financial interest in
13 the Claims Administrator or otherwise have a relationship with the Claims
14 Administrator that could create a conflict of interest. The Claims Administrator
15 shall be responsible for: processing and mailing all court-approved payments to
16 the Plaintiff, Class Counsel, Participating Class Members, and the LWDA;
17 printing and mailing the Notice Packets to the Settlement Class Members as
18 called for in this Settlement and ordered by the Court; receiving and reporting
19 Notice of Objections and Requests for Exclusion submitted by Settlement Class
20 Members; providing declaration(s) as necessary in support of preliminary and/or
21 final approval of this Settlement; and other tasks as the Parties mutually agree or
22 the Court orders the Claims Administrator to perform. The Claims
23 Administrator shall keep the Parties timely apprised of the performance of all
24 Claims Administrator responsibilities. Any legally mandated tax reports, tax
25 forms, tax filings, or other tax documents required by administration of this
26 Settlement shall be prepared by the Claims Administrator. Any expenses
27 incurred in connection with such preparation shall be Claims Administration
28 Costs. The Claims Administrator shall be paid the Claims Administration Costs

1 no later than fifteen (15) calendar days after the Gross Settlement Amount is
2 fully funded.

3 3.29. Final Approval Hearing. At a reasonable time following the
4 Response Deadline, the Court shall hold the Final Approval Hearing, where
5 objections, if any, may be heard, and the Court shall determine amounts
6 properly payable for (i) the Class Counsel Award, (ii) the Class Counsel Costs,
7 (iii) the Class Representative Enhancement Awards, (iv) the LWDA PAGA
8 Allocation; and (v) the Claims Administration Costs.

9 3.30. Entry of Final Judgment. If the Court approves this Settlement at
10 the Final Approval Hearing, the Parties shall request that the Court enter the
11 Final Judgment after the Gross Settlement Amount has been fully funded, with
12 the Court retaining jurisdiction over the Parties to enforce the terms of the
13 judgment. If the Court grants final approval to the Settlement, notice of Final
14 Approval shall be posted on the Settlement Administrator's website, at
15 www.phoenixclassaction.com.

16 3.31. No Effect on Employee Benefits. Amounts paid to Plaintiff or other
17 Participating Class Members pursuant to this Settlement will not count as
18 earnings or compensation for purposes of any benefits (e.g., pensions or
19 retirement plans) sponsored by Defendants. It is expressly understood and
20 agreed that the receipt of Individual Settlement Amount shall not entitle any
21 Participating Class Member to additional compensation or benefits under any
22 collective bargaining agreement or under any bonus, contest or other
23 compensation or benefit plan or agreement in place during the period covered by
24 the Settlement, nor shall it entitle any Participating Class Member to any
25 increased pension and/or retirement, or other deferred compensation benefits. It
26 is the intent of the Parties that Individual Settlement Amounts provided for in
27 this Settlement are the sole payments to be made by Defendants to Participating
28 Class Members in connection with this Settlement, with the exception of

1 Plaintiff, and that the Participating Class Members are not entitled to any new or
2 additional compensation or benefits as a result of having received the Individual
3 Settlement Awards. Furthermore, the receipt of Individual Settlement Amounts
4 by Participating Class Members shall not, and does not, by itself establish any
5 general, special, or joint employment relationship between and among the
6 Participating Class Member(s) and Defendants.

7 3.32. Nullification of Settlement. In the event: (i) the Court does not enter
8 the Preliminary Approval Order as specified herein; (ii) the Court does not grant
9 final approval of the Settlement as provided herein; (iii) the Court does not enter
10 a Final Judgment as provided herein; or (iv) the Settlement does not become
11 final for any other reason, this Settlement shall be null and void and any order or
12 judgment entered by the Court in furtherance of this Settlement shall be treated
13 as void from the beginning. In such a case, the Parties and any funds to be
14 awarded under this Settlement shall be returned to their respective statuses as of
15 the date and time immediately prior to the execution of this Settlement, and the
16 Parties shall proceed in all respects as if this Settlement had not been executed,
17 except that any costs and fees already incurred by the Claims Administrator
18 shall be split by the Parties. In the event an appeal is filed from the Court's
19 Final Judgment, or any other appellate review is sought, administration of the
20 Settlement shall be stayed pending final resolution of the appeal or other
21 appellate review, but any fees incurred by the Claims Administrator prior to it
22 being notified of the filing of an appeal from the Court's Final Judgment, or any
23 other appellate review, shall be paid to the Claims Administrator by Defendants
24 within thirty (30) days of said notification.

25 3.33. No Admission by the Parties. Defendants deny any and all claims
26 alleged in this Action and deny all wrongdoing whatsoever. This Settlement is
27 not a concession or admission, and shall not be used against Defendants as an
28 admission or indication, with respect to any claim, of any fault, concession, or

1 omission by Defendants. Neither this Settlement, nor any of its terms and
2 conditions, nor any of the negotiations connected with it, is a concession or
3 admission, and none shall be used against Defendants as an admission or
4 indication with respect to any claim of any fault, concession, or omission by
5 Defendants or that class certification is proper under the standard applied to
6 contested certification motions. The Parties stipulate and agree to the
7 certification of the proposed class for settlement purposes only. The Parties
8 further agree that this Settlement will not be admissible in this or any other
9 proceeding as evidence that either: (i) a class action should be certified or (ii)
10 Defendants are liable to Plaintiff or any Class Member, other than according to
11 the terms of this Settlement.

12 3.34. Dispute Resolution. Except as otherwise set forth herein, all
13 disputes concerning the interpretation, calculation or payment of settlement
14 claims, or other disputes regarding compliance with this Settlement shall be
15 resolved as follows:

16 3.35.1 If Plaintiff or Class Counsel, on behalf of Plaintiff or
17 any Settlement Class Members, or Defendants, at any time believe that the other
18 Party or Parties have breached or acted contrary to the Settlement, that Party
19 shall notify the other Party or Parties in writing of the alleged violation. Upon
20 receiving notice of the alleged violation or dispute, the responding Party shall
21 have ten (10) days to correct the alleged violation and/or respond to the
22 initiating Party with the reasons why the Party disputes all or part of the
23 allegation.

24 3.35.2. If the response does not address the alleged
25 violation to the initiating Party's satisfaction, the Parties shall negotiate in good
26 faith for up to ten (10) days to resolve their differences.

27 3.35.3. If thereafter, the Parties still cannot resolve the
28 dispute, the Parties shall utilize the services of Steve Serratore (Mediator) in a

1 good-faith attempt to mediate and resolve the dispute.

2 3.35.4. If the Parties are unable to resolve their differences
3 after twenty (20) days, either Party may file an appropriate motion for
4 enforcement with the Court. The Court may award reasonable attorneys' fees
5 and costs to the prevailing party in any motion or action taken to enforce this
6 Settlement.

7 3.35. Exhibits and Headings. The terms of this Settlement include the
8 terms set forth in Exhibits A and B, which are attached to this Settlement and
9 incorporated by this reference as though fully set forth in this paragraph. Any
10 Exhibits to this Settlement are an integral part of the Settlement. The descriptive
11 headings of any paragraphs or sections of this Settlement are inserted for
12 convenience of reference only and do not constitute a part of this Settlement.

13 3.36. Interim Stay of Proceedings. The Parties agree to stay all
14 proceedings in the Action and thereafter implement and complete the
15 Settlement.

16 3.37. Amendment or Modification. This Settlement may be amended or
17 modified only by a written instrument signed by all the Parties and counsel for
18 all Parties or their successors-in-interest.

19 3.38. Entire Settlement. This Settlement and any attached Exhibits
20 constitute the entire agreement among these Parties, and no oral or written
21 representations, warranties or inducements have been made to any Party
22 concerning this Settlement or its exhibits, other than the representations,
23 warranties and covenants contained and memorialized in the Settlement and its
24 exhibits. No other prior or contemporaneous written or oral agreements may be
25 deemed binding on the Parties.

26 3.39. Authorization to Enter into Settlement. Counsel for all Parties
27 warrant and represent they are expressly authorized by the Parties whom they
28 represent to negotiate this Settlement and to take all appropriate actions required

1 or permitted to be taken by such Parties pursuant to this Settlement to effectuate
2 its terms, and to execute any other documents required to effectuate the terms of
3 this Settlement. The Parties and their counsel will cooperate with each other and
4 use their best efforts to affect the implementation of the Settlement. In the event
5 the Parties are unable to reach agreement on the form or content of any
6 document needed to implement the Settlement, or on any supplemental
7 provisions that may become necessary to effectuate the terms of this Settlement,
8 the Parties may seek the assistance of the Court to resolve such disagreement.
9 The person signing this Settlement on behalf of Defendants represent and
10 warrant that he or she is authorized to sign this Settlement on behalf of
11 Defendants. Plaintiff represents and warrants that she is authorized to sign this
12 Settlement and that she has not assigned any claim, or part of a claim, covered
13 by this Settlement to a third-party.

14 3.40. Binding on Successors and Assigns. This Settlement shall be
15 binding upon, and inure to the benefit of, the successors or assigns of the Parties
16 hereto, as previously defined.

17 3.41. No Prior Assignments. The Parties and their counsel represent,
18 covenant, and warrant that they have not directly or indirectly assigned,
19 transferred, encumbered, or purported to assign, transfer, or encumber to any
20 person or entity any portion of any liability, claim, demand, action, cause of
21 action or right herein released and discharged.

22 3.42. California Law Governs. All terms of this Settlement and the
23 exhibits hereto shall be governed by and interpreted according to the laws of the
24 State of California.

25 3.43. This Settlement is Fair, Adequate and Reasonable. The Parties
26 believe this Settlement is a fair, adequate, and reasonable settlement of the
27 Action and have arrived at this Settlement after extensive arms-length
28 negotiations, taking into account all relevant factors, present and potential.

1 3.44. Jurisdiction of the Court. In accordance with California Rule of
2 Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with
3 respect to the interpretation, implementation, and enforcement of the terms of
4 this Settlement and all orders and judgments entered in connection therewith,
5 and the Parties and their counsel hereto submit to the jurisdiction of the Court
6 for purposes of interpreting, implementing, and enforcing this Settlement and all
7 orders and judgments entered in connection therewith.

8 3.45. Invalidity of Any Provision. Before declaring any provision of this
9 Settlement invalid, the Court shall first attempt to construe the provision to be
10 valid to the fullest extent possible, consistent with applicable precedents.

11 3.46. Waiver of Certain Appeals. The Parties agree to waive appeals and
12 to stipulate to class certification for purposes of this Settlement only.

13 3.47. Cooperation. The Parties agree to cooperate fully with one another
14 to accomplish and implement the terms of this Settlement. Such cooperation
15 shall include, but not be limited to, execution of such other documents and the
16 taking of such other action as may be reasonably necessary to fulfill the terms of
17 this Settlement. The Parties to this Settlement shall use their best efforts,
18 including all efforts contemplated by this Settlement and any other efforts that
19 may become necessary by Court order, or otherwise, to effectuate this
20 Settlement and its terms.

21 3.48. Publicity. Plaintiff and Class Counsel agree that they will not issue
22 any press releases, initiate any contact with the press, respond to any press
23 inquiry, or have any communication with the press about the Action and/or the
24 fact, amount, or terms of the Settlement. However, Class Counsel may refer to
25 the settlement amount and the nature of the case without identifying any of the
26 Parties. Before the date of the filing of the motion for preliminary approval of
27 the Settlement, Plaintiff and Class Counsel will not initiate any contact with
28 Settlement Class Members about the Settlement, except that: (a) Class Counsel,

1 if contacted by a Settlement Class Member, may respond that a settlement has
2 been reached and that the details will be communicated in a forthcoming Court-
3 approved notice; and (b) Plaintiff, if contacted by a Settlement Class Member,
4 may respond only that the Settlement Class Member should contact Class
5 Counsel. Neither Plaintiff nor Class Counsel shall hold a press conference or
6 otherwise seek to affirmatively contact the media about the Settlement.
7 Additionally, no Party or their counsel shall disparage the Settlement.

8 3.49. Mutual Preparation. The Parties have had a full opportunity to
9 negotiate the terms and conditions of this Settlement. Accordingly, this
10 Settlement will not be construed more strictly against one party than another
11 merely by virtue of the fact that it may have been prepared by counsel for one of
12 the Parties, it being recognized that, because of the arm's-length negotiations
13 between the Parties, all Parties have contributed to the preparation of this
14 Settlement.

15 3.50. Representation by Counsel. The Parties acknowledge that they have
16 been represented by counsel throughout all negotiations that preceded the
17 execution of this Settlement, and that this Settlement has been executed with the
18 consent and advice of counsel, and reviewed in full. Further, Plaintiff and Class
19 Counsel warrant and represent that there are no liens on the Settlement
20 Agreement.

21 3.51. All Terms Subject to Final Court Approval. All amounts and
22 procedures described in this Stipulation are subject to final Court approval.

23 3.52. Notices. Unless otherwise specifically provided, all notices,
24 demands or other communications in connection with this Settlement shall be:
25 (1) in writing; (2) deemed given on the third business day after mailing; and (3)
26 sent via United States registered or certified mail, return receipt requested,
27 addressed as follows:
28

1 **To Plaintiff:**

2 Kevin Mahoney, Esq.
3 Katherine J. Odenbreit, Esq.
4 John A. Young, Esq.
5 MAHONEY LAW GROUP
6 249 East Ocean Boulevard, Suite 814
7 Long Beach, CA 90802
8 Telephone: (562) 590-5550
9 Facsimile: (562) 590-8400

8 **To Defendants:**

9 Attorneys for Defendant LYNEER STAFFING SOLUTIONS, LLC
10 Stacey M. Cooper, Esq.
11 Dorothy L. Black, Esq.
12 Charles Whitman, Esq.
13 JACKSON LEWIS PC
14 225 Broadway, Suite 2000
15 San Diego, CA 92101
16 Telephone No.: (619) 573-4900
17 Facsimile No.: (619) 573-4901

16 Attorneys for Defendant YUSEN LOGISTICS (AMERICAS), INC.

17 Daniel B. Chammas, Esq.
18 Jennifer S. McGeorge, Esq.
19 FORD & HARRISON, LLP
20 350 South Grand Avenue, Suite 2300
21 Los Angeles, CA 90071
22 Telephone No.: (213) 237-2400
23 Facsimile: (213) 237-2401

23 3.53. Execution by Settlement Class Members. It is agreed that it is
24 impossible or impractical to have each Settlement Class Member execute this
25 Settlement. The Notice of Settlement will advise all Settlement Class Members
26 of the binding nature of the release and such shall have the same force and effect
27 as if each Settlement Class Member executed this Settlement.

28 3.54. Execution by Plaintiff and Defendants. Plaintiff and Defendants, by

1 signing this Settlement, are bound by the terms herein.

2 3.55. Fair, Adequate and Reasonable Settlement. The Parties hereto agree
3 that the terms and conditions of this Settlement are the result of lengthy,
4 intensive, arms-length negotiations between the Parties and that this Settlement
5 shall not be construed in favor of or against any of the Parties by reason of their
6 participation in the drafting of this Settlement.

7 3.56. Binding Agreement. The Parties warrant that they understand and
8 have full authority to enter into this Settlement, and further intend that this
9 Settlement will be fully enforceable and binding on all Parties, and agree that it
10 will be admissible and subject to disclosure in any proceeding to enforce its
11 terms, notwithstanding any mediation confidentiality provisions that otherwise
12 might apply under federal or state law.

13 3.57. Counterparts. This Settlement shall become effective upon its
14 execution by all of the undersigned. Plaintiff and Defendants, may execute this
15 Settlement in counterparts, and execution of counterparts shall have the same
16 force and effect as if each had signed the same instrument. Copies of the
17 executed Settlement shall be effective for all purposes as though the signatures
18 contained therein were original signatures.

19
20 Dated: April 20, 2021

Lyneer Staffing Solutions, LLC,

21
22 By: James S. Radvany

23 Name: James S. Radvany

24 Title: CFO
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April __, 2021

Yusen Logistics (Americas) Inc.,

By: _____

Name:

Title:

Dated: April ²¹ __, 2021

By:  _____
10EB0F0EE9BA483...

Anita Trejo, Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April 22, 2021

Yusen Logistics (Americas) Inc.,



By: _____

Name: Lisa A. Ronga
Title: SVP & General Counsel

Dated: April ____, 2021

By: _____

Anita Trejo, Plaintiff

Anita Trejo v. Lyneer Staffing Solutions, LLC; Ciera Staffing, LLC; Employers HR, LLC; and Yusen Logistics (Americas), Inc.
United States District Court, Central District of California, Case No. 2:19-cv-04132-DSF-JC

ADDENDUM TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Addendum to the Joint Stipulation for Class Action Settlement and Release (“Settlement Agreement”) is reached by and between Plaintiff Anita Trejo (“Plaintiff”), on behalf of herself and the Settlement Class Members on the one hand, and Defendants Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc. (collectively referred to herein as “Defendants”). Plaintiff and Defendants are referred to herein collectively as the “Parties.”

The Parties agree the following shall be effectuated, supersede, and replace paragraph 1.38 of the Settlement Agreement:

1.38. “Response Deadline” means the date sixty (60) days after the Claims Administrator mails Notice Packets to Settlement Class Members, and shall be the last date on which Settlement Class Members may: (a) postmark Requests for Exclusion from the Settlement, or (b) postmark Objections to the Settlement.

DATED: June __, 2021

By: _____
Anita Trejo, Plaintiff

DATED: June 3, 2021

Lyneer Staffing Solutions, LLC

By: James S. Radvany
James S. Radvany, CFO

DATED: June __, 2021

Yusen Logistics (Americas) Inc.

By: _____
Lisa A. Ronga, SVP & General Counsel

Anita Trejo v. Lyneer Staffing Solutions, LLC; Ciera Staffing, LLC; Employers HR, LLC; and Yusen Logistics (Americas), Inc.
United States District Court, Central District of California, Case No. 2:19-cv-04132-DSF-JC

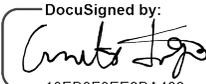
ADDENDUM TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Addendum to the Joint Stipulation for Class Action Settlement and Release (“Settlement Agreement”) is reached by and between Plaintiff Anita Trejo (“Plaintiff”), on behalf of herself and the Settlement Class Members on the one hand, and Defendants Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc. (collectively referred to herein as “Defendants”). Plaintiff and Defendants are referred to herein collectively as the “Parties.”

The Parties agree the following shall be effectuated, supersede, and replace paragraph 1.38 of the Settlement Agreement:

1.38. “Response Deadline” means the date sixty (60) days after the Claims Administrator mails Notice Packets to Settlement Class Members, and shall be the last date on which Settlement Class Members may: (a) postmark Requests for Exclusion from the Settlement, or (b) postmark Objections to the Settlement.

DATED: June 03, 2021

By: 
10EB0F0EE0BA483...
Anita Trejo, Plaintiff

DATED: June __, 2021

Lyneer Staffing Solutions, LLC

By: _____
James S. Radvany, CFO

DATED: June __, 2021

Yusen Logistics (Americas) Inc.

By: _____
Lisa A. Ronga, SVP & General Counsel

Anita Trejo v. Lyneer Staffing Solutions, LLC; Ciera Staffing, LLC; Employers HR, LLC; and Yusen Logistics (Americas), Inc.
United States District Court, Central District of California, Case No. 2:19-cv-04132-DSF-JC

ADDENDUM TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Addendum to the Joint Stipulation for Class Action Settlement and Release (“Settlement Agreement”) is reached by and between Plaintiff Anita Trejo (“Plaintiff”), on behalf of herself and the Settlement Class Members on the one hand, and Defendants Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc. (collectively referred to herein as “Defendants”). Plaintiff and Defendants are referred to herein collectively as the “Parties.”

The Parties agree the following shall be effectuated, supersede, and replace paragraph 1.38 of the Settlement Agreement:

1.38. “Response Deadline” means the date sixty (60) days after the Claims Administrator mails Notice Packets to Settlement Class Members, and shall be the last date on which Settlement Class Members may: (a) postmark Requests for Exclusion from the Settlement, or (b) postmark Objections to the Settlement.

DATED: June __, 2021

By: _____
Anita Trejo, Plaintiff

DATED: June __, 2021

Lyneer Staffing Solutions, LLC

By: _____
James S. Radvany, CFO

DATED: June 3, 2021

Yusen Logistics (Americas) Inc.

By:  _____
Lisa A. Ronga, SVP & General Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

United States District Court – Central District
Anita Trejo v. Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and
Yusen Logistics (Americas), Inc. Wage and Hour Putative Class Action and PAGA Representative
Action
Case No. 2:19-cv-04132 DSF (JCx)

NOTICE OF SETTLEMENT OF CLASS ACTION

**TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE
CAREFULLY.**

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to the proposed Settlement of the Action. If you are a Class Member, it contains important information affecting your rights to participate in the Settlement as further described below. This Notice advises you of the terms of the Settlement and your rights and options under it.

ATTENTION: If you were assigned by Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, and Employers HR, LLC to perform work for Yusen Logistics (Americas), Inc. in California at any time from **July 1, 2017 to August 25, 2019** (“Class Period”), you are a “Class Member” and may be eligible to receive money from a proposed Settlement in the above-captioned class action lawsuit (the “Action”).

To be eligible for your share of the Settlement, you **are not** required to make a claim. However, **if you have moved or plan to move, you must update** the Claims Administrator, **Phoenix Settlement Administrators P.O. Box 7208, Orange, CA, 92863**, with any change of address.

What is this proposed Settlement about?

Plaintiff Anita Trejo (“Plaintiff”) filed a lawsuit on March 27, 2019 against Defendants. The Action alleges that Defendants failed to provide meal periods; failed to provide rest periods; failed to pay hourly wages; rounded time entries to deprive Class Members of wages; required Class Members to work “off the clock”; required Class Members to arrive to work early without compensation; failed to pay minimum wage; failed to pay overtime compensation; failed to provide accurate itemized wage statements; and failed to pay all wages due to discharged and quitting employees and incurred penalties under the California Labor Code’s Private Attorneys General Act of 2004 (Lab. Code, § 2698, *et seq.*, “PAGA”) (“Claims”). The Action was brought as a putative class action and Plaintiff sought damages, penalties, injunctive relief, and restitution, as well as interest, attorneys’ fees, and costs on behalf of himself and Class Members.

The proposed Settlement is not an admission of liability by Defendants. Throughout the pendency of the Action, Defendants has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. Defendants contend that they have complied with all California and Federal laws regarding the claims alleged in this matter.

The Action has been vigorously litigated since it was filed. Substantial discovery has taken place. Additionally, Plaintiff and Defendants (collectively referred to herein as the “Parties”) participated in a mediation conducted by a professional mediator. During the course of negotiations following mediation, the Parties reached an agreement to settle the Action.

Under the proposed Settlement, Defendants agreed to make payments to Class Members who do not opt out of the Settlement (“Settlement Class Members”). These payments will be based on the number of Compensable Work Weeks each Settlement Class Member worked during the Class Period, as more fully described below.

Defendants also agree to pay the settlement administration costs, an enhancement payment to Plaintiff, a payment to the California Labor & Workforce Development Agency (“LWDA”), and attorneys’ fees and costs to Plaintiff’s counsel (“Class Counsel”) up to an amount described below, subject to court approval. Defendants’ maximum total obligation under the proposed Settlement is four hundred eighty thousand dollars (\$480,000.00) exclusive of Defendants’ share of employer taxes.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. Any final determination of those issues will be made at the Final Approval Hearing.

Summary of the proposed Settlement

Defendants have agreed to pay four hundred eighty thousand dollars (\$480,000.00) (“Gross Settlement Amount”) to resolve all claims that were alleged in the Action or any subsequent amendment thereto or that could have been alleged based on the facts alleged in the Action and for Class Members’ release of claims described below. If finally approved by the Court, the proposed Settlement will distribute money as follows:

Awards to Settlement Class Members: Settlement Class Members (Class Members who do not timely exclude themselves from the Settlement) will be paid a pro-rata share of the Net Settlement Amount. “Net Settlement Amount” means the Gross Settlement Amount of four hundred eighty thousand dollars (\$480,000.00) minus the payment of (a) any award of attorneys’ fees and Litigation costs, (b) Settlement Administration Costs, (c) Plaintiff’s Enhancement Payment, and (d) the portion of the PAGA Payment allocable to the LWDA, all of which are described below. The Net Settlement Amount is [amount of money determined by administrator] (\$XX.00)

The Claims Administrator will calculate each Settlement Class Member’s pro-rata share of the Settlement as follows: The Claims Administrator will calculate the number of total Compensable Work Weeks for each Settlement Class Member. Work Weeks will be calculated according to records and information provided by Defendants. For employees eligible for a share under the California Labor Code’s Private Attorneys General Act of 2004 (Lab. Code, § 2698 *et seq.*) (“PAGA”), the Claims Administrator will also calculate the employee’s share of the PAGA Allocation based on records and information provided by Defendants on eligible employees’ Pay Periods. Settlement Awards shall be subject to applicable withholding taxes. Defendants’ share of payroll taxes arising from the Settlement Awards will not be deducted from the Gross Settlement Fund.

Based on Defendants’ records, your total “Work Weeks” during the Class Period are. **Based on the same**, your individual Settlement Payment will be \$ _____ . [IF APPLICABLE/ELIGIBLE FOR PAGA PENALTIES] Your total “Pay Periods” are _____ , and based on the same, your share of the PAGA Allocation will be \$ _____. If you wish to participate in the Settlement **but you do not agree** with the number of Work Weeks shown on the form, **you must** ask the Claims Administrator to resolve the matter by returning the Class Member Information Sheet with a statement of the number of Work Weeks that you contend were worked and include any documentation you have to support your contention.

Fee and Expense Award to Class Counsel: Upon approval by the Court, Defendants agree they will pay as part of the Gross Settlement Amount, attorneys' fees and out-of-pocket costs/expenses to Mahoney Law Group, APC. The proposed Settlement permits Class Counsel to request up to 1/3 of the Gross Settlement Amount or one hundred sixty thousand dollars (\$160,000.00) as its fees for prosecuting this case. Further, the Settlement permits Class Counsel to recover costs of up to sixteen thousand dollars (\$16,000.00) for reimbursement of their out-of-pocket costs/expenses incurred in the Action. You are not personally responsible for any of Class Counsel's attorneys' fees or costs/expenses.

LWDA Payment: The proposed Settlement provides for a payment of twenty thousand dollars (\$20,000.00) for resolution of the PAGA claims alleged in the Action. Of that amount, 75%, or fifteen thousand dollars (\$15,000.00), representing 75% of the PAGA Allocation, will be paid to California's Labor Workforce Development Agency. The remaining five thousand dollars (\$5,000.00), representing 25% of the PAGA Allocation, shall be part of the Net Settlement Amount to be distributed to employees who are eligible for a portion of the PAGA Allocation.

Other Payments: The proposed Settlement provides for seven thousand five hundred dollars (\$7,500.00) as an Enhancement to Plaintiff Anita Trejo. The proposed Settlement further provides for payment estimated, but not to exceed, fifteen thousand dollars (\$15,000.00) to the Claims Administrator for its services in mailing the Class Notice and processing Settlement Awards.

What are my rights and options?

1. You can exclude yourself from the Settlement: If you do not want a Settlement Award and do not want to be bound by any of the proposed Settlement's terms, you must submit a timely written Request for Exclusion Form. You should submit the Request for Exclusion form that you received along with this Notice. Your Request for Exclusion must be mailed to the Claims Administrator and must be postmarked by [insert date]. **You should not request exclusion if you wish to receive money from the Settlement.**

You can object to the Settlement: You can object to the Settlement before the Court's final approval of the Settlement. To object, you must submit a written objection to the Claims Administrator by [insert date]. Class Counsel's application for fees, costs, and enhancement payment to Plaintiff will be available on the Settlement Administrator's website [INSERT WEBSITE] on [date application for fees is filed] for you to review.

You may also include a statement in your written objection that you would like to attend the hearing and be heard at the Final Approval Hearing currently set for [insert time] on [insert date], in Courtroom 7D of the United States District – Central District of California – Western Division located at 350 West 1st Street, Los Angeles, CA 90012. You may appear and speak at the Final Approval Hearing if you want to do so. You are not required to appear, either personally or through counsel, at the Final Approval Hearing in order for your objection to be considered. You may appear via Zoom. Information to attend the hearing via Zoom is located at the following website: <https://www.cacd.uscourts.gov/honorable-dale-s-fischer>.

Your objection and, if applicable, statement of intention to appear at the Final Approval Hearing must be submitted to the Claims Administrator and must be postmarked no later than [insert date]. You may object to the Settlement only if you do NOT submit a Request for Exclusion.

2. You can do nothing: If you do nothing, you will automatically receive a settlement payment in exchange, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement as to your state law claims and any Final Judgment entered in this Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants involving the same or similar legal claims as the ones in this case. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Claims Administrator).

What claims am I releasing by participating in the Settlement?

In exchange for the consideration given by Defendants in the proposed Settlement, all Class Members who do not timely opt out of the Settlement (the Settlement Class Members) will expressly release, waive and discharge, and will be deemed to have released, waived and discharged, all Released Claims against Defendants, including Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc.

“Released Claims” means all claims in the Actions, as well as any and all claims (known or unknown) that were asserted or could have been asserted against Defendants and all of their affiliated entities, related entities, owners, officers, directors, members, parents, subsidiaries, affiliates, employees, agents, successors and assigns (the “Released Parties”) based on the facts pled in the Actions (including those alleged in Plaintiff’s Letters to the LWDA), or that arise out of the Actions, including, without limitation, claims that Defendants failed to provide meal periods; failed to provide rest periods; failed to pay hourly wages; rounded time entries to deprive Class Members of wages; required Class Members to work “off the clock”; required Class Members to arrive to work early without compensation; failed to pay minimum wage; failed to pay overtime compensation; failed to provide accurate itemized wage statements; and failed to pay all wages due to discharged and quitting employees. The released claims include but are not limited to claims brought under California Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 2698 *et seq.*, the applicable IWC Wage Order, and Section 17200 of the California Business and Professions Code. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code and any other related state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest, and waives the protection of California Civil Code section 1542 with respect to such claims. In exchange for the Service Award to Plaintiff, Plaintiff will sign a general release of all claims, including but not limited to a 1542 waiver under the California Civil Code, against the Released Parties. This release excludes any current and/or future claims that cannot be waived as a matter of law.

When is the next Court hearing?

A Final Approval Hearing will be held before the Honorable Dale S. Fischer in Courtroom 7D of the United States District – Central District of California – Western Division located at 350 West 1st Street, Los Angeles, CA 90012 on [insert date] at [insert time] to determine whether the Settlement is fair, reasonable, and adequate. Judge Dale S. Fischer will be asked to approve the plan for distributing the Settlement Awards, Class Counsel’s Fee and Expense Award, the Enhancement Payment for Plaintiff, the LWDA Payment, and payment to the Claims Administrator for its services. A motion for final approval of these items should be on file with the Court no later than [insert date] and will be available for review after that date. This hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing.

What if I need more information?

Capitalized terms in this Notice have the same meaning they are given in the Joint Stipulation of Class Action Settlement and Release (“Agreement”), filed with the Court on [insert date] as an attachment to the Declaration of Katherine J. Odenbreit in Support of the Motion for Preliminary Approval of Class Action Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Agreement and the Preliminary Approval Order, which is also on file with the Court. If you have any questions, you can contact the Claims Administrator at **1-800-5235773**. You can also contact Class Counsel at:

Kevin Mahoney
Katherine J. Odenbreit
John Young
MAHONEY LAW GROUP, APC
249 E. Ocean Boulevard, Suite 814
Long Beach, California 90802
Telephone: (562) 590-5550
Fax: (562) 590-8400
Email: kmahoney@mahoney-law.net
kodenbreit@mahoney-law.net
jyoung@mahoney-law.net

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION
ABOUT THIS SETTLEMENT**

REQUEST FOR EXCLUSION FROM CLASS SETTLEMENT

United States District Court for the Central District of California – Western Division
Anita Trejo v. Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc. Wage and Hour Putative Class Action and PAGA Representative Action

**IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS,
YOU MUST SUBMIT AN EXCLUSION FORM**

FILING BY MAIL. You may submit an Exclusion Form by signing, completing and mailing this Exclusion Form to the address below.

I, (Type or Print Name) _____, hereby elect to opt out of the class in the above-referenced litigation. I confirm that I have received the Notice of Settlement of Class Action in the above-referenced litigation. I have decided NOT to participate in the proposed settlement and I understand that I will not receive any benefit from the Settlement.

Signature: _____

Dated: _____

Any Other Names Used During Employment at Defendants Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc.:

Address: _____

City, State and ZIP Code: _____

Telephone No.: _____

Last Four Digits of Your Social Security: _____

Please mail this Exclusion Form to the Claims Administrator at the address listed below. The address of the

Claims Administrator is:

Claims Administrator
c/o Phoenix Settlement Administrators
P.O. Box 7208,
Orange, CA, 92863

Deadline: Your Exclusion Form must be received by the Claims Administrator by _____, 2021 to be excluded from the settlement class.

PHOENIX ID: <<PSAID>>
<<Name>>
<<Address1>> <<Address2>>
<<City, State Zip>>

NAME AND ADDRESS CORRECTIONS ONLY: Write your current name and address below, if they are different from the information at left: