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ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 19 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By Steven Drew, Deputy
Steven Drew

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9 Attorneys for Plaintiff Laura Rubi
10 on behalf of herself and Aggrieved Employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 LAURA RUBI, on behalf of herself
and others similarly situated,

14 Plaintiffs,
15 vs.

16 BERGEN SHIPPERS CORP.,
17 DBA BERGEN LOGISTICS, a
New Jersey Corporation; and
18 DOES 1 through 100, inclusive,

19 Defendants,

Case No.: BC715077

**AMENDED DECLARATION OF ZACHARY M.
CANTOR IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Action filed: July 30, 2018
Trial Date: None Set

1 1. I am co-counsel of record for Plaintiff Laura Rubi and the putative class in this action. I am a
2 member in good standing of the State Bar of California and the United States District Courts for the
3 Northern, Central, Western and Southern Districts of California; and of the United States Court of
4 Appeals for the Ninth Circuit.

5 2. I submit this declaration in support of Class Counsel's Motion for Preliminary Approval of
6 the Class Settlement. I make this Declaration based on personal knowledge and if called to testify, I
7 could and would competently testify to the matters contained herein.
8

9 **SETTLEMENT DOCUMENTS**

10 **The Parties**

11 3. Defendant Bergen Shippers Corp. is a New Jersey corporation focused on logistics and
12 operates a facility in Los Angeles, California. Plaintiff worked for Defendant as a non-exempt
13 employee, but was misclassified as an exempt employee. *See id.*

14 **The Class Action Claims**

15 4. Plaintiff's first amended complaint was filed on November 7, 2018, requesting PAGA
16 penalties, in addition to Class-wide damages for alleged violations of the following: (1)
17 Misclassification of Exempt employee status; (2) failure to pay wages, including minimum
18 wage and overtime; (3) failure to pay reporting time and other wages; (4) failure to timely
19 pay compensation due and owing; (5) failure to provide accurate itemized wage statements;
20 (6) violations of Labor Code § 204; (7) derivative failure to timely furnish accurate
21 itemized wage statements; and (8) independent failure to timely furnish accurate itemized
22 wage statements. *See id.*

23 **The Course of the Litigation, Discovery, Investigation and Settlement**

24 5. The parties litigated the procedural and substantive claims alleged by Plaintiff, and
25 conducted informal and formal discovery. On September 12, 2019, the Parties participated
26 in a full-day mediation before Jeffrey Krivis, Esq., a well-respected wage and hour class
27 action mediator.
28

- 1 6. While a resolution was not reached at the mediation, the Parties – with the assistance of the
2 mediator – reached an agreement in principle on or about November 22, 2019 to resolve all
3 claims asserted or that could have been asserted by Plaintiffs in the Action. *See id.*
- 4 7. Class Counsel and Defendants have finalized the terms of the following documents:
- 5 (a) Amended Stipulation of Settlement and Release (herein after “Stipulation”) (Exhibit 1
6 to the Decl. of Zachary Cantor);
- 7 (b) Notice of Class Action Settlement (Exhibit A to Stipulation);
- 8 (c) Attached as Exhibit 2 is the redlined version of the Amended Stipulation of
9 Settlement and Release, to highlight the changes made per the Court’s request.
- 10 (d) Attached as Exhibit 3 is the redlined version of the Notice of Class Action Settlement,
11 to highlight the changes made per the Court’s request.
- 12 (e) Proof that the Settlement Stipulation was sent to the LWDA is attached at Exhibit 4.
- 13 8. Likewise, the [Proposed] Order Granting Plaintiffs’ Motion for Preliminary Approval of
14 Class Action Settlement is filed concurrently with Plaintiffs’ Motion for Preliminary
15 Approval.

16 **The Terms of the Proposed Settlement are Fair and Reasonable in Light of the Risks**
17 **Associated with Contested Liability**

- 18 9. Based upon their review of the evidence and investigation and legal research regarding the
19 merits and damages for each claim, Plaintiff’s counsel estimated that, if totally successful on
20 all claims, the potential recovery that could be obtained on behalf of the class could have been
21 upwards of \$1,000,000. Given their assessment and analysis of Defendant’s articulated
22 defenses, the risk Plaintiff would be unable to certify a class, and the risk of complete defenses
23 on the merits of the claims, Plaintiff’s counsel determined that the \$375,000 settlement amount
24 ultimately agreed upon by the parties is fair and reasonable. *See id.* Indeed, although the
25 evidence strongly points to Defendant’s liability for all claims and putative class members, the
26 risk of not being able to prove misclassification of exempt employee status convinced
27 Plaintiff’s counsel that the settlement amount is fair and reasonable. *See id.*
- 28

1
2 The Proposed Enhancement Award to Plaintiff is Reasonable and Routinely Awarded by
3 Courts

- 4 10. Plaintiff, as class representative, seeks an enhancement award of Ten Thousand Dollars and
5 Zero Cents (\$10,000.00). Defendant does not oppose this request and Plaintiffs' counsel is of
6 the opinion that the enhancement award is reasonable, proper, and supported by the particular
7 circumstances of this case and the applicable case law. A declaration from Plaintiff will be
8 submitted in support of final approval.
- 9 11. "[T]he rationale for making enhancement or incentive awards to named plaintiffs is that he or
10 she should be compensated for the expense or risk he has incurred in conferring a benefit on
11 other members of the class." *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 806
12 (2009). Thus, "it is established that named plaintiffs are eligible for reasonable incentive
13 payments to compensate them for the expense or risk they have incurred in conferring a benefit
14 on other members of the class." *Munoz v. BCI Coca-Cola Bottling Co. of L.A.*, 186 Cal. App.
15 4th 399, 412 (2010). "Criteria courts may consider in determining whether to make an
16 incentive award include: 1) the risk to the class representative in commencing suit, both
17 financial and otherwise; 2) the notoriety and personal difficulties encountered by the class
18 representative; 3) the amount of time and effort spent by the class representative; 4) the
19 duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class
20 representative as a result of the litigation." *In re Cellphone Fee Termination Cases*, 186 Cal.
21 App. 4th 1380, 1394-95 (2010).
- 22 12. Here, Plaintiff was instrumental in assisting his counsel in prosecuting this case and it is
23 estimated that she volunteered in excess of 50 hours working on this matter. This included at
24 least three in-person meetings with counsel, agreeing to make herself available for deposition,
25 gathering evidence to support her claims and providing them to counsel, conferring with other
26 class members, assembling and providing counsel with relevant documents to support the
27 claims, conferring with counsel about the defenses asserted by Defendant, making herself
28

1 available in person at the mediation, and reviewing and consulting with counsel about the
2 terms of the settlement agreement ultimately reached.

3 13. Moreover, Plaintiff assumed real financial risks by placing her name on this lawsuit. She
4 volunteered to serve as named plaintiff at a time when she was actively applying for new jobs.
5 She had to list Defendant as a former employer on her job applications and, as such, had to
6 accept the likelihood that prospective employers would learn that he had sued her former
7 employer when contacting Defendant for a reference or conducting a background check, which
8 could make finding new employment much more difficult.

9 14. Finally, the risks taken and efforts exerted by Plaintiff resulted in a real benefit for members of
10 this class. As a result of Plaintiff filing this lawsuit, however, class members who do not opt-
11 out will share in the net settlement amount of approximately \$214,000.00 that they would not
12 have otherwise received.

13 15. This means that the average class member will receive a settlement payment of approximately
14 \$4,000. This amount shall be definitively calculated by the Settlement Administrator once this
15 Court enters an order preliminarily approving this settlement.

16 **PAGA Penalties**

17 16. The Parties have agreed to allocate \$5,000 to PAGA penalties, with \$3,750 going to the
18 LWDA and the remaining \$1,250 to be distributed to the Class Members. The Parties will
19 notify the LWDA of this settlement and all orders in this case.

20 **The Requested Attorneys' Fees and Costs are Reasonable and Customarily Approved by**
21 **Courts.**

22 17. Plaintiff and the class are entitled to recover the reasonable attorneys' fees and costs incurred
23 in prosecuting the claims in this action. *See* Cal. Labor Code §§ 218.5, 226(e), 2699(g); Cal.
24 Civ. Proc. Code § 1021.5(a); *Early v. Superior Court*, 75 Cal. App. 4th 1420, 1428-30 (2000).
25 An award of attorneys' fees can be calculated as a percentage of a common fund. *See Wershba*
26 *v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254-55 (2001); *see also Lealao v. Beneficial*
27 *Cal. Inc.*, 82 Cal. App. 4th 19, 26-30 (2000) (noting that traditional method of calculating
28

1 common fund fee award is to award a percentage of the total fund and discussing cases). Class
2 Counsel believes pursuant to *Laffiette v. Robert Half International Inc.* (2016) 1 Cal.5th 480
3 and *Lealao v. Beneficial California, Inc.* (2000), \$125,000 is fair and reasonable in view of the
4 typical common fund attorneys' fees awards and similar California class action wage and hour
5 settlements and the hours worked on this case. Likewise, to date Class Counsel has
6 approximately \$13,639.55 in litigation costs. Class Counsel will file a detailed statement of
7 time worked and costs at the time of Final Approval.

8 **The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

9
10 18. "Class members are 'ascertainable' where they may be readily identified without unreasonable
11 expense or time by reference to official records." *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th
12 1325, 1334 (2008). The class at issue here – consisting of: exempt employees – is
13 readily ascertainable from Defendant's own records. The class is also sufficiently numerous,
14 as there are over 50 putative class members. Joinder of 50 individuals would be
15 impracticable. *See, e.g., Collins v. Rocha*, 7 Cal. 3d 232 (1972) (35 class members sufficient);
16 *Rose v. City of Hayward*, 126 Cal. App. 3d 926 (1981) (42 class members sufficient).

17 **The Community of Interest Requirements for Class Treatment are Met**

18 19. "[T]he community of interest requirement embodies three factors: (1) predominant common
19 questions of law or fact; (2) class representatives with claims or defenses typical of the class;
20 and (3) class representatives who can adequately represent the class." *Brinker*, 53 Cal. 4th at
21 1021.

22 20. *First*, the predominance factor is met because each claim challenges a common policy that
23 Plaintiff contends violates California's wage and hour laws. *See id.* at 1033 ("The theory of
24 liability – that Brinker has a uniform policy, and that policy, measured against wage order
25 requirements, allegedly violated the law – is by its nature a common question eminently suited
26 for class treatment.")

27 21. *Second*, the Plaintiff's claims are typical of those of the class. The typicality requirement's
28 purpose "is to assure that the interest of the named representative aligns with the interests of

1 the class.” *Seastrom v. Neways, Inc.*, 149 Cal. App. 4th 1496, 1502 (2007). “The test of
2 typicality is whether other members have the same or similar injury, whether the action is
3 based on conduct which is not unique to the named plaintiffs, and whether other class members
4 have been injured by the same course of conduct.” *Id.* Plaintiff was subject to the same
5 policies that are challenged in this lawsuit. Accordingly, typicality is met. *See, e.g., Medrazo*
6 *v. Honda of North Hollywood*, 166 Cal. App. 4th 89, 99 (2008) (finding plaintiff satisfied
7 typicality requirement because “[s]he alleges she was subjected to the same alleged wrong, by
8 the same defendant, as the other members of the putative class”).

9
10 22. *Third*, Plaintiff is an adequate class representative. “The adequacy of representation component
11 of the community of interest requirement for class certification comes into play when the party
12 opposing certification brings forth evidence indicating widespread antagonism to the class
13 suit.” *Martinez v. Joe’s Crab Shack Holdings*, 231 Cal. App. 4th 362, 374 (2014). “A party’s
14 claim of representative status will only be defeated by a conflict that ‘goes to the very subject
15 matter of the litigation.’” *Id.* (quoting *Richmond v. Dart Industries, Inc.*, 29 Cal.3d 462, 470
16 (1981)). There is no indication that there are, or ever will be, any conflicts between Plaintiff or
17 counsel and the class members. Thus, adequacy is met.

18 **Class-Wide Settlement is Superior to Other Available Methods of Resolution**

19 23. “Where classwide litigation of common issues will reduce litigation costs and promote greater
20 efficiency, a class action may be superior to other methods of litigation.” *Valentino v. Carter-*
21 *Wallace, Inc.*, 97 F.3d 1227, 1234-35 (9th Cir. 1996). Here, the alternative method of resolution
22 would be a multitude of individual lawsuits challenging the same alleged wage and hour
23 policies and practices of Defendant, each seeking a small amount of damages. Such
24 duplicative litigation would be extremely inefficient and costly for the courts. It would also
25 “prove uneconomic for potential plaintiffs,” as “litigation costs would dwarf potential
26 recovery” in each individual case. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1023 (9th Cir.
27 1998). In light of these concerns, a class action is the superior method of resolving these wage
28 and hour claims.

1 24. This declaration is presented to comply with Kullar v Foot Locker Retail, Inc. (2008) 168
2 Cal.App.4th 116, 120, 129, 132, Clark v. American Residential Services LLC (2009) 175
3 Cal.App.4th 785, Munoz v. BCI Coca-Cola Bottling Company of Los Angeles (2010) 186
4 Cal.App.4th 399, Nordstrom Commission Cases (2010) 186 Cal.App.4th 576. I am providing
5 evidence to enable the Court to “ensure that the recovery represents a reasonable compromise”
6 by providing “an understanding of the amount that is in controversy and the realistic range of
7 outcomes of the litigation” through submission of “data... that will enable the court to make an
8 independent assessment of the adequacy of the settlement terms.” Kullar, supra, 168
9 Cal.App.4th at 120,129.

10 **25. Exposure Analysis:**

11
12 **A. Failure to Provide Proper Meal Periods**

13 Defendant failed to provide Plaintiff with a duty-free thirty minute meal period for every five
14 hours of work as is required by Labor Code § 512 and IWC Wage Order 4-2001. Defendant also
15 discourage employees from taking any breaks in violation of Brinker Restaurant Corp. v. Superior
16 Court, 53 Cal. 4th 1004 (2012).

17 In Brinker, the California Supreme Court held that “under ... Labor Code section 512,
18 subdivision (a), an employer must relieve the employee of all duty for the designated period, but
19 need not ensure that the employee does no work” during the meal period. Brinker, 53 Cal. 4th at
20 1034. However, “...an employer may not undermine a formal policy of providing meal breaks by
21 pressuring employees to perform their duties in ways that omit breaks. Cicairos v. Summit Logistics,
22 Inc., 133 Cal. App. 4th 949, 962–63 (2005); see also Jaimez v. DAIOHS USA, Inc., 181 Cal. App.
23 4th 1286, 1304–05 (2010) [proof of common scheduling policy that made taking breaks extremely
24 difficult would show violation]; Dilts v. Penske Logistics, LLC 267 F.R.D. 625, 638 (S.D.Cal.2010)
25 [indicating informal anti-meal-break policy “enforced through ‘ridicule’ or ‘reprimand’ ” would be
26 illegal.] Defendant cannot create “incentives to forego, or otherwise encourage[] the skipping of
27 legally protected breaks.” Brinker, 53 Cal. 4th at 1040.

1 Here, Plaintiff and the other employees misclassified as exempt were not given the
2 opportunities to take uninterrupted meal and rest breaks. Indeed, in order to finish all their work,
3 they consistently worked through breaks and worked overtime, which was also not paid due to their
4 misclassification as exempt. Whether they worked eight hours, twelve hours, or sixteen hours, they
5 were not able to take breaks.

6 Failure to provide a meal or rest period in accordance with the applicable wage orders results
7 in payment by the employer of one additional hour of pay at the employee's regular rate of pay for
8 each workday that the rest or meal period is not provided. Labor Code §226.7. Assuming 9,000
9 violations, premiums due for meal break violations would equal approximately \$207,000, plus
10 interest.

11 **B. Failure to Authorize and to Permit Proper Rest Periods**

12 Labor Code §226.7(b) provides that "An employer shall not require an employee to work
13 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
14 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
15 Health Standards Board, or the Division of Occupational Safety and Health."

16 Labor Code §516 provides that the Industrial Welfare Commission "may adopt or amend
17 working condition orders with respect to break periods, meal periods, and days of rest for any
18 workers in California consistent with the health and welfare of those workers."

19 Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and permit
20 all employees to take rest periods, which insofar as practicable shall be in the middle of each work
21 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
22 ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period
23 need not be authorized for employees whose total daily work time is less than three and one-half (3
24 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no
25 deduction from wages."

26 Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an
27 employee a rest period in accordance with the applicable provisions of this order, the employer shall
28 pay the employee one (1) hour of pay at the employee's regular rate of compensation for each

1 workday that the rest period is not provided.”

2 Here, despite not permitting its employees to take duty free rest breaks, Defendant never paid
3 Plaintiffs or the aggrieved employees a premium for missed rest breaks. Thus, Defendant will be
4 subject to substantial penalties. Assuming 8,000 violations, premiums due for meal break violations
5 would equal approximately \$207,000, plus interest.

6
7 **C. Failure to Provide Proper Overtime Pay and Off the Clock Damages**

8 For at least four (4) years prior to the filing of the Complaint and through the Liability
9 Period, Defendant had a consistent policy of not compensating its non-supervisory employees,
10 including Plaintiff and the members of the Class he seeks to represent, for wages owed (including
11 applicable overtime). California Labor Code § 510 requires an employer to pay an employee at a rate
12 of no less than one and one-half times the regular rate of pay of the employee for time worked above
13 eight hours in one day, and for the first eight hours on the seventh consecutive day worked, even if
14 the employee works less than forty hours in a work week. California Labor Code § 510 requires an
15 employer to pay an employee at a rate of no less than twice the regular rate of pay of the employee
16 for time worked above twelve hours in one day, and for time over eight hours on the seventh
17 consecutive day worked.

18 Here, Defendant failed to pay Plaintiff overtime wages to which he was entitled under
19 California Labor Code § 510. Whether he worked eight hours, twelve hours, or sixteen hours, he
20 was not paid overtime—at time and a half or double time, depending on hours worked. As a result,
21 Defendant has violated California Labor Code §§ 510, 204, 1194 and related statutes by not paying
22 overtime when overtime payments were due.

23 Section 1197.1(a) of the California Labor Code provides that any “Person individually or as
24 an officer, agent or employee of another person, who pays or causes to be paid to any employee a
25 wage less than the minimum wage fixed by an order of the commission shall be subject to a civil
26 penalty as follows: (1) For any initial violation that is intentionally committed, one hundred dollars
27 (\$ 100) for each underpaid employee for each pay period for which the employee is underpaid; (2)
28 For each subsequent violation for the same specific offense, two hundred fifty dollars (\$ 250) for

1 each underpaid employee for each pay period for which the employee is underpaid, regardless of
2 whether the initial violation is intentionally committed. Assuming 15 underpaid minutes of overtime
3 per workday, paid at regular rate, with the number of total overtime hours at 2,000, damages due to
4 underpaid overtime would be approximately \$11,890, plus \$2,756 in interest. Also, assuming 120
5 minutes per day worked off the clock with a total of 20,000 hours during the relevant time period,
6 approximate damages due would be \$869,211, plus interest.

7 **D. Improper Pay Stubs**

8 Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the
9 time of each payment of wages, furnish each of his or her employees, either as a detachable part of
10 the check, draft, or voucher paying the employee's wages, or separately when wages are paid by
11 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned,
12 (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the
13 inclusive dates of the period for which the employee is paid... (8) the name and address of the legal
14 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
15 and the corresponding number of hours worked at each hourly rate by the employee....".

16 Further, the IWC Wage Orders §7(A) states in pertinent part: "(A) Every employer shall keep
17 accurate information with respect to each employee including the following: (3) Time records
18 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
19 and total daily hours worked shall also be recorded... (5) Total hours worked in the payroll period
20 and applicable rates of pay...."

21 Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §7(A), California
22 employers are required to maintain accurate records pertaining to the total hours worked for
23 Defendant by the aggrieved employees, including but not limited to, beginning and ending of each
24 work period, meal period and split shift interval, the total daily hours worked, and the total hours
25 worked per pay period and applicable rates of pay.

26 The aggrieved employees have a derivative Labor Code §226 claim as a result of
27 Defendant's failure to provide and record meal periods and payment of a meal period premium for
28 any violation, failure to provide rest periods and payment of a rest period premium for any violation,

1 failure to show mileage reimbursement, failure to timely pay commissions and failure to pay
2 reporting time pay.

3 As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
4 suffers injury if the employer fails to provide accurate and complete information as required by any
5 one or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily
6 ascertain requisite information without reference to other documents or information. See also
7 Wackenhut, supra, at 959.

8 The actual injuries suffered by the aggrieved employees as a result of Defendant's knowing
9 and intentional failure to maintain accurate records for the aggrieved employees include but are not
10 limited to:

- 11 a. Confusion over whether they received all wages owed them by Defendant;
- 12 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 13 c. Being forced to engage in mathematical computations to analyze whether
14 Defendant's wages in fact compensated for all hours worked;
- 15 d. The inability to accurately calculate wage rates complicated by the fact that wage
16 statement information required by Labor Code §226 is missing;
- 17 e. That such practice prevents the aggrieved employees from being able to
18 effectively challenge information on their wage statements; and/or
- 19 f. The difficulty and expense of filing and maintaining this lawsuit, and the
20 discovery required to collect and analyze the very information that California law
21 requires.

22 Pursuant to Labor Code §226(e), the aggrieved employees are entitled to recovery by the
23 aggrieved employees of penalties pursuant to Labor Code §§2698, et seq. Assuming 26 employees
24 in the wage statement date range (7/3/2017 to 9/11/2019) penalties owed would be approximately
25 \$78,700.

26 **G. Failure to Pay All Wages Due Upon Separation**

27 Labor Code §203 provides that if an employer willfully fails to pay, without abatement or
28 reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is

1 discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty
2 (30) days from the due date thereof, until paid or until an action therefore is commenced. The
3 aggrieved employees have a derivative Labor Code §203 claim as a result of Defendant's failure to
4 pay all former employees pay for overtime, failure to provide meal and rest periods and payment of a
5 meal or rest period premium for any violation. Thus, the aggrieved employees are entitled to
6 recovery penalties pursuant to Labor Code §§2698, et seq. From 30 terminated employees, waiting
7 time penalties would amount to approximately \$93,634.

8 H. PAGA Penalties

9 Plaintiff did send out a PAGA administrative letter prior to filing the Complaint, and
10 subsequently filed a First Amended Complaint amending the complaint to add a PAGA claim. Still,
11 if PAGA penalties were considered for a 3-year period, which only some courts have allowed, then
12 potential penalties could be as high as \$629,600.

13 In sum, there is a soaking wet potential damages and penalties exposure of more than
14 \$1,000,000. Although the agreed upon settlement amount of \$375,000 is less than half of the
15 potential damages and penalties exposure, which is still fair in light of the risks of litigation. Indeed,
16 although some evidence points to Defendant's liability for all claims and putative class members, the
17 size of the class and ability to prove commonality as to misclassification is risky—and far from
18 certain.

19 Class Counsel's Qualifications and Costs

20 26. I have practiced civil litigation for over 9 years. During that time, I have devoted about 80% of
21 my practice to labor and employment law (including wage & hour cases) and class actions. I
22 have litigated hundreds of wage and hour cases, and I have litigated the following class
23 actions: *Abbas v. A-1 Security and Screens, Inc.*; *Reuben Serna v. Milt Guggia Enterprises*;
24 *Antonio Soto, et al. v. Hooman Automotive, et al.*; *Karen Cuellar v. KNJ Restaurants, Inc.*;
25 *Daigoro Gutierrez, et al. v. InTouch Mobile, et al.*; *Jason Hitt v. Cardinal Health 100, Inc.*;
26 *Afsaneh Emrani v. 99 Cent Only Stores, Inc., et al.*; *Alejandro Ruiz, et al. v. The Electric*
27 *Connection, Inc.*; *Yaniv Grinberg, et al. v. Maria's Italian Kitchen.*
28

1 27. I continue to actively seek to develop my knowledge of California wage and hour law and have
2 taken many Continuing Legal Education classes related to wage and hour law and class
3 actions. I have been an active member of the Consumer Attorneys Association of Los Angeles
4 and Association of Trial Lawyers of America, and regularly consult with their members
5 regarding cutting edge developments in California wage and hour law.

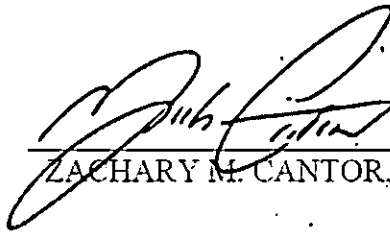
6 28. The approximately \$13,000 in costs my firm expended in this matter includes: filing fees;
7 process servers; CourtCall; printing; research costs; expert consulting fees; fees for mediation,
8 parking, mileage, postage, and deliveries.

9 29. My firm incurred additional costs for which it does not seek reimbursement, including long
10 distance telephone and fax charges, and electronic and hard copy file maintenance costs. I
11 estimate those charges to be several hundred dollars.

12 30. My firm, Cantor Law, has a fee split arrangement with Mesriani Law Group of 60% to
13 Cantor Law and 40% to Mesriani Law Group. This fee split agreement has been
14 approved in writing by the client, Laura Rubi, including in the Final Settlement
15 Stipulation.
16

17
18
19 Dated: October 14, 2020

By:



ZACHARY M. CANTOR, ESQ.

EXHIBIT 1

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15 BERGEN SHIPPERS CORP.
dba BERGEN LOGISTICS
16

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

18 **CENTRAL DISTRICT – SPRING STREET COURTHOUSE**

19 LAURA RUBI, on behalf of herself and others
20 similarly situated,

21 Plaintiffs,

22 vs.

23 BERGEN SHIPPERS CORP. DBA BERGEN
LOGISTICS, a New Jersey Corporation; and
24 DOES 1 through 100, Inclusive,

25 Defendants.
26
27
28

CASE NO.: BC715077

RELATED CASE NO.: BC715217

*[Assigned for all purposes to the Honorable Yvette
M. Palazuelos., Department 9]*

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

Complaint Filed: July 30, 2018

1 IT IS HEREBY STIPULATED, by and between Plaintiff Laura Rubi, individually and on behalf
2 of all others similarly situated, on the one hand, and Defendant Bergen Shippers Corp. dba Bergen
3 Logistics, on the other hand, and subject to the approval of the Court, that this Action is hereby
4 compromised and settled pursuant to the terms and conditions set forth in this First Amended Joint
5 Stipulation of Class Action Settlement and Release (“Agreement,” “Settlement,” or “Stipulation of
6 Settlement”) and that the Court shall make and enter judgment, subject to the continuing jurisdiction of
7 the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by
8 this reference become an integral part of this Stipulation of Settlement.

9 **DEFINITIONS**

10 1. “Action” means the putative class and representative action entitled *LAURA RUBI, on*
11 *behalf of herself and others similarly situated vs. BERGEN SHIPPERS CORP. DBA BERGEN*
12 *LOGISTICS, a New Jersey Corporation, and DOES 1-50, inclusive*, Los Angeles County Superior Court
13 Case No. BC715077.

14 2. “Class Counsel” means Zachary Cantor, Esq. of Cantor Law.

15 3. “Class Counsel Award” means the Court-approved attorneys’ fees for Class Counsel’s
16 litigation and resolution of the Action (not to exceed one-third [33 and 1/3%] of the Maximum
17 Settlement Amount), and the Court-approved costs incurred by Class Counsel in connection with this
18 Action (not to exceed Twelve Thousand Dollars [\$12,000.00]).

19 4. “Class Information” or “Settlement Class List” means information regarding Class
20 Members that Defendants shall in good faith compile from their records and shall be authorized by the
21 Court to transmit in a secured manner to the Settlement Administrator. Class Information shall be
22 transmitted in Microsoft Excel format and shall include each Class Member’s: (i) full name; (ii) last
23 known address; (iii) Social Security number; and (iv) dates worked at Defendant Bergen Shippers Corp.
24 during the Class Period.

25 5. “Class Members” or “Settlement Class” means all individuals who were employed in
26 California as exempt employees by Defendant Bergen Shippers Corp. at any time between July 30, 2014
27 and the date of the order granting Preliminary Approval of the Settlement.
28

1 6. “Class Period” means the period from July 30, 2014 to the date of the order granting
2 Preliminary Approval of the Settlement for individuals who were employed in California as exempt
3 employees by Defendant Bergen Shippers Corp.

4 7. “Class Representative Service Award” means the Court-approved award to be paid to
5 Plaintiff, in addition to Plaintiff’s Individual Settlement Awards, in recognition of Plaintiff’s efforts and
6 risks in prosecuting the Action.

7 8. “Complaint” means Plaintiff’s operative Complaint or any subsequent Complaints filed
8 by Plaintiffs\ in the Action.

9 9. “Defendant” means Bergen Shippers Corp.

10 10. “Defense Counsel” means Leonora M. Schloss, Esq. and Eric J. Gitig, Esq. of Jackson
11 Lewis P.C.

12 11. “Effective Date” means the date when all of the following events have occurred: (i) the
13 Stipulation of Settlement and the PAGA Settlement Agreement (attached hereto as Exhibit A) have been
14 executed by all Parties, Class Counsel and Defense Counsel; (ii) the Court has given preliminary approval
15 to the Stipulation of Settlement; (iii) the Notice of Class Action Settlement has been given to the putative
16 members of the Settlement Class, providing them with an opportunity to object to the terms of this
17 Stipulation of Settlement or to opt out of the Stipulation of Settlement; (iv) the Court has held a formal
18 fairness hearing and entered a final Order and Judgment certifying the Settlement Class, and approving the
19 Stipulation of Settlement and the PAGA Settlement; (v) thirty (30) calendar days have passed since the
20 Court has entered a final Order and Judgment certifying the Settlement Class, and approving the
21 Stipulation of Settlement; and (vi) in the event there are written objections filed prior to the final fairness
22 hearing which are not later withdrawn or denied, the later of the following events: five (5) business days
23 after the period for filing any appeal, writ or other appellate proceeding opposing the Court’s final Order
24 approving the Stipulation of Settlement has elapsed without any appeal, writ or other appellate proceeding
25 having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court’s final Order
26 approving the Stipulation of Settlement has been filed, five (5) business days after any appeal, writ or other
27 appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed
28 with no right to pursue further remedies or relief.

1 12. “Employer’s Share of Payroll Taxes” means Defendants’ portion of payroll taxes,
2 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Awards that
3 constitutes wages.

4 13. “Final Approval Hearing” means the hearing to be conducted by the Court after the filing
5 by Plaintiff of an appropriate motion and following appropriate notice to Class Members giving Class
6 Members an opportunity to request exclusion from the Settlement and to object to the Settlement, at
7 which time Plaintiff shall request that the Court finally approve the Settlement, enter the Final Order and
8 Judgment, and take other appropriate action.

9 14. “Final Order and Judgment” means the order and judgment to be entered by the Court upon
10 granting final approval of the Settlement and this Stipulation of Settlement as binding upon the Parties and
11 Participating Class Members. A proposed Final Order and Judgment shall be mutually agreed upon by the
12 Parties and submitted to the Court concurrently with Plaintiffs’ Motion for Final Approval of the Settlement.

13 15. “Final Report” means the report to be prepared by the Settlement Administrator (after the
14 expiration of the 180-day period in which Participating Class Members must cash/deposit their Individual
15 Settlement Award checks) regarding the distribution of the Maximum Settlement Amount, including the
16 total amount that was cashed/deposited by Participating Class Members and the total amount of any unpaid
17 residue or unclaimed or abandoned funds pursuant to California Code of Civil Procedure section 384.

18 16. “Gross Settlement Amount” means the maximum amount Defendant shall have to pay in
19 connection with the Settlement, by way of a common fund, which shall be inclusive of all Individual
20 Settlement Awards to Participating Class Members, the Class Counsel Award, the Class Representative
21 Service Award, allocation to the Labor and Workforce Development Agency (“LWDA”) for penalties
22 under PAGA, and Settlement Administration Costs. Subject to Court approval and the terms of this
23 Stipulation of Settlement, the Gross Settlement Amount Defendants shall be required to pay is Three
24 Hundred Seventy Five Thousand Dollars (\$375,000.00).

25 17. “Individual Settlement Award” means the amount payable from the Net Settlement
26 Amount to each Participating Class Member.

27
28

1 18. "Maximum Settlement Amount" means the maximum amount Defendants shall have to pay
2 in connection with this Settlement and the PAGA Settlement, which shall be inclusive of the Gross
3 Settlement Amount (\$375,000.00).

4 19. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel
5 Award, Class Representative Service Awards, PAGA allocation, and Settlement Administration Costs.

6 20. "Notice of Objection" means a Class Member's valid and timely submission of a written
7 objection to the Settlement. For an objection to be valid, it must include: (a) the objector's full name,
8 signature, address, telephone number, and the last four digits of his/her Social Security number, (b) a
9 written statement of all grounds for the objection accompanied by any legal support for such objection, and
10 (c) copies of any papers, briefs, or other documents upon which the objection is based. At no time shall any
11 of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class
12 Members from submitting a Notice of Objection or filing an appeal from the Final Order and Judgment.

13 21. "PAGA Settlement" means the settlement of Plaintiff's claims under the California
14 Private Attorneys' General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA").

15 22. "Participating Class Members" means Plaintiff and all other Class Members who do not
16 submit a valid and timely Request for Exclusion.

17 23. "Parties" means Plaintiff and Defendant.

18 24. "Plaintiff" means Laura Rubi.

19 25. "Preliminary Approval Order" means the order to be issued by the Court approving and
20 authorizing the mailing of the Settlement Notice by the Settlement Administrator, setting the date of the
21 Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation
22 of Settlement, among other things. A proposed Preliminary Approval Order shall be mutually agreed
23 upon by the Parties and submitted to the Court concurrently with Plaintiffs' Motion for Preliminary
24 Approval of the Settlement.

25 26. "Released Claims" includes all claims under state, federal or local law, whether statutory,
26 common law or administrative law, arising out of or related to allegations set forth in the operative
27 Complaint, including but not limited to claims for failure to pay minimum wages, failure to pay
28 overtime wages, failure to provide meal breaks, failure to provide rest periods, failure to pay timely

1 wages upon termination, failure to provide and maintain accurate itemized wage statements and
2 maintain records, failure to pay timely wages during employment, and alleged violations of the
3 California Business and Professions Code section 17200, *et seq.*, including, but not limited to, injunctive
4 relief, liquidated damages, penalties of any nature, interest, fees, including fees under California Code of
5 Civil Procedure section 1021.5; costs; and all other claims and allegations made or which could have
6 been made in the Action based on the facts and allegations pled in the operative Complaint, which
7 includes alleged violations of and claims for penalties under the PAGA, during the Class Period.
8 Further, those Participating Class Members who cash, deposit, or otherwise negotiate their Individual
9 Settlement Award checks will be deemed to have opted in for purposes of the Fair Labor Standards Act
10 ("FLSA") and to have, thereby, released all of the Released Parties of all minimum wage and overtime
11 claims which arose from July 30, 2014 through the date of the order granting Preliminary Approval of
12 the Settlement for individuals employed as exempt employees in California by Bergen Shippers Corp.
13 Individual Settlement Award checks will contain the following printed notice advising Participating
14 Class Members that they are opting in to the FLSA collective action by cashing, depositing or otherwise
15 negotiating their Individual Settlement Award checks: "BY CASHING THIS CHECK YOU ARE
16 AGREEING TO THE TERMS OF THE SETTLEMENT REACHED IN RUBI V. BERGEN
17 SHIPPERS CORP ET AL, CASE NO. BC715077, AND AGREE TO OPT-IN TO THE SETTLEMENT
18 AND TO RELEASE CLAIMS UNDER THE FAIR LABOR STANDARDS ACT PURSUANT TO
19 THE SETTLEMENT."

20 27. "Released Parties" means Defendant and all its present and former parent companies,
21 subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees,
22 agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for
23 any of the Released Claims, and Defense counsel of record in the Action.

24 28. "Request for Exclusion" means a written statement submitted by a Class Member indicating
25 a request to be excluded from the Settlement. The Request for Exclusion must be in writing and must: (a) be
26 signed by the Class Member; (b) contain the name, address, telephone number, and the last four digits of the
27 Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member
28 does not wish to be included in the Settlement; (d) be returned by fax or mail to the Settlement

1 Administrator at the specific address and/or facsimile number; and be postmarked or faxed on or before the
2 Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive
3 means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does
4 not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound
5 by all terms of the Settlement, if the Settlement is granted final approval by the Court.

6 29. "Response Deadline" means the deadline by which Class Members must postmark or fax to
7 the Settlement Administrator a valid Request for Exclusion or objection. The Response Deadline will be
8 sixty (60) calendar days from the initial mailing of the Settlement Notices by the Settlement Administrator
9 unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
10 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
11 extended by express agreement between Class Counsel and Defense Counsel. Under no circumstances,
12 however, will the Administrator have the authority to extend the deadline for Class Members to submit a
13 Request for Exclusion or objection to the Settlement.

14 30. "Settlement" means the final and complete disposition of the Action pursuant to this
15 Stipulation of Settlement.

16 31. "Settlement Administrator" or "Administrator" means Phoenix Settlement
17 Administrators, or another third-party class action settlement administrator agreed to by the Parties and
18 approved by the Court for purposes of administering this Settlement. The Parties each represent that
19 they will not have any financial interest in the Settlement Administrator or otherwise have a relationship
20 with the Settlement Administrator that could create a conflict of interest.

21 32. "Settlement Administration Costs" means the reasonable costs and fees of administering the
22 Settlement to be paid from the Gross Settlement Amount, including, but not limited to: (i) printing, mailing
23 and re-mailing (if necessary) of Settlement Notices to Class Members; (ii) preparing and submitting to
24 Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing
25 the amount of and distributing Individual Settlement Awards, the Class Representative Service Awards, the
26 Class Counsel Award, and the payment of any alleged penalties pursuant to the terms of the PAGA
27 Settlement; (iv) processing and validating Requests for Exclusion; (v) establishing a Qualified Settlement
28 Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to the appropriate

1 government agencies all employer and employee payroll tax obligations arising from the Settlement and
2 preparing and submitting filings required by law in connection with the payments required by the
3 Settlement; (vii) transmitting uncashed Individual Settlement Awards to the California State Controller's
4 Unclaimed Property Fund; and (viii) preparing and providing the notice regarding the Settlement required
5 under the Class Action Fairness Act.

6 33. "Settlement Notice" means the Notice of Class Action Settlement, substantially in the
7 form attached as **Exhibit A**, which shall be subject to Court approval and which the Settlement
8 Administrator shall mail to each Class Member explaining the terms of this Settlement.

9 34. "Workweeks" means the number of weeks worked by each Class Member for Defendant
10 as an exempt employee during the Class Period, based on Defendant's records. In the absence of fraud
11 or gross negligence, Defendants' records shall be presumed accurate. All Class Members will be
12 entitled to payment for at least one Workweek.

13 35. "Workweek Dispute" means a written statement that a Class Member disputes the number
14 of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute must be faxed or mailed
15 to the Settlement Administrator by the Response Deadline. The date of the fax or postmark on the mailing
16 envelope will be the exclusive means to determine whether a Workweek Dispute has been timely
17 submitted. A valid Workweek Dispute must be in writing and contain: (i) the Class Member's full name,
18 signature, address, telephone number, and the last four digits of his/her Social Security number; (ii) the
19 number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her
20 contention. The Workweeks identified for each Class Member in the Class List will be presumed to be
21 correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible
22 evidence. All Workweek Disputes will be resolved and decided by the Settlement Administrator and the
23 Settlement Administrator's decision on all Workweek Disputes will be final and non-appealable.

24 36. "Workweek Value" means the value of each compensable Workweek, as determined by
25 the formula set forth herein.

RECITALS

37. Procedural History.

a. On July 30, 2018, Plaintiff filed a putative class action Complaint on behalf of themselves and all others similarly situated in the Superior Court of the State of California, County of Los Angeles, *Laura Rubi v. Bergen Shippers Corp., et al.*, Los Angeles County Superior Court Case No. BC715077. The Complaint set forth the following eight causes of action: (1) misclassification of exempt employee status; (2) failure to pay wages; (3) failure to provide rest periods; (4) failure to provide meal periods; (5) failure to pay reporting time and other wages; (6) failure to timely pay compensation due and owing; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices.

b. On July 30, 2018, Plaintiff electronically submitted a letter to the LWDA, pursuant to the PAGA, to notify the LWDA of alleged violations Defendant engaged in with respect to Plaintiff and other allegedly “aggrieved employees.”

c. On November 7, 2018, Plaintiffs filed a First Amended Complaint which alleged the eight causes of action asserted in the original Complaint, plus a newly asserted ninth cause of action for violation of the PAGA.

d. On September 12, 2019, the Parties participated in a full-day mediation before Jeffrey Krivis, Esq., a well-respected wage and hour class action mediator. While a resolution was not reached at the mediation, the Parties – with the assistance of the mediator – reached an agreement in principle on or about November 22, 2019 to resolve all claims asserted or that could have been asserted by Plaintiffs in the Action.

38. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff’s disputes in the Action through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant’s defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account Defendant’s agreement to enter into a settlement that

1 confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel
2 have determined that the Settlement set forth in this Stipulation of Settlement is fair, adequate, and
3 reasonable and is in the best interests of all Class Members.

4 39. Defendant's Reasons for Settlement. Defendants have concluded that further defense of the
5 Action would be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources
6 have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the
7 claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching
8 their decision to enter into this Settlement. Even though Defendant contends it is not liable for any of the
9 claims alleged by Plaintiff in the Action and deny any liability whatsoever, Defendant nonetheless, has
10 agreed to settle in the manner and upon the terms set forth in this Stipulation of Settlement and to fully and
11 finally put to rest the claims alleged in this Action. Defendant has asserted and continue to assert that the
12 claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties
13 or other payments. This Stipulation of Settlement is a compromise of disputed claims. Nothing contained
14 in this Stipulation of Settlement, no documents referred to herein, and no action taken to carry out this
15 Stipulation of Settlement, shall be construed or used as an admission by or against Defendant as to the
16 merits or lack thereof of the claims asserted in the Action. Defendant contends that it has complied with all
17 applicable state, federal and local laws. In the event this Settlement does not obtain final approval,
18 Defendant retains all rights they have to defend themselves in this matter and to take any actions in defense
19 of itself that are available to it.

20 CLASS CERTIFICATION

21 40. Solely for purposes of settling the Action, and not for purposes of class certification should
22 the Settlement not be approved or for any other reason, the Parties stipulate and agree that the requisites
23 for establishing class certification with respect to the Settlement Class have been met and are met. More
24 specifically, for purposes of settlement only, the Parties stipulate and agree that:

25 a. The Settlement Class is ascertainable and so numerous as to make it impracticable
26 to join all Class Members;

27 b. There are common questions of law and fact including, but not limited to:

28 i. Whether Defendant misclassified its exempt workers;

- 1 ii. Whether Defendant paid members of the Settlement Class the statutory
2 minimum wage for all hours worked;
- 3 iii. Whether Defendant compensated members of the Settlement Class for all
4 overtime hours worked;
- 5 iv. Whether Defendant provided meal periods to members of the Settlement
6 Class and/or paid penalties to members of the Settlement Class for missed meal periods;
- 7 v. Whether Defendant provided rest periods to members of the Settlement
8 Class and/or paid penalties to members of the Settlement Class for missed rest periods;
- 9 vi. Whether Defendant paid members of the Settlement Class timely wages
10 upon termination;
- 11 vii. Whether Defendants furnished members of the Settlement Class with
12 accurate itemized wage statements and kept proper records for the Settlement Class;
- 13 viii. Whether Defendant timely paid members of the Settlement Class wages
14 during employment.
- 15 c. The Class Representative's claims are typical of the claims of the Settlement Class;
- 16 d. The Class Representative and Class Counsel will fairly and adequately protect
17 the interests of the Settlement Class;
- 18 e. The prosecution of separate actions by individual members of the Settlement
19 Class would create the risk of inconsistent or varying adjudications, which would establish
20 incompatible standards of conduct; and
- 21 f. Questions of law and fact common to the members of the Settlement Class
22 predominate over any questions affecting any individual Class Member, and a class action is superior
23 to other available means for the fair and efficient adjudication of the controversy.

24 41. **Should this Settlement not be approved or be terminated, all stipulations set forth in**
25 **the immediately preceding Paragraph 40 shall be null and void and shall not be admissible for any**
26 **purpose whatsoever.**

TERMS OF SETTLEMENT

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

42. Binding Settlement. This Settlement shall bind the Parties and all Participating Class Members subject to the terms and conditions hereof and the Court's approval.

43. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

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

45. Preliminary Approval of Settlement. Class Counsel will reserve a date for a hearing on Plaintiffs' Motion for Preliminary Approval to take place at a time mutually agreed to by the Parties so

1 that the Parties may request provisional certification of the Settlement Class for settlement purposes only
2 and the setting of a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to
3 have this Settlement presented to the Court for preliminary approval. The proposed Order granting
4 Plaintiffs' Motion for Preliminary Approval shall be mutually agreed to by the Parties prior to Plaintiffs
5 submitting the proposed Order to the Court. Plaintiffs will also provide Defendants with the opportunity
6 to review and comment upon drafts of all other pleadings to be filed in connection with their Motion for
7 Preliminary Approval (e.g., notice of motion, memorandum of points and authorities, and declarations)
8 within five (5) business days of filing the Motion for Preliminary Approval of the Settlement with the
9 Court. The Preliminary Approval Order shall provide for, among other things, the Settlement Notice to be
10 sent to Class Members as specified herein.

11 46. Release by All Participating Class Members. Upon the date on which Defendants fully
12 find the Maximum Settlement Amount, Plaintiffs and each Class Member who has not submitted a valid
13 Request for Exclusion (i.e., Participating Class Members) shall be deemed to have fully, finally and
14 forever released, settled, compromised, relinquished, and discharged, with respect to all of the Released
15 Parties, all of their Released Claims.

16 47. No Additional Release and Waiver of Claims by Plaintiff. Plaintiff, in her individual
17 capacity, does not release the Released Parties from any and all claims, known and unknown, under federal,
18 state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the
19 date of execution of this Agreement.

20 48. Settlement Administration.

21 a. Within twenty-one (21) calendar days of entry of the Preliminary Approval Order,
22 Defendants shall provide the Settlement Administrator with the Class List for purposes of mailing the
23 Settlement Notices to Class Members. The Settlement Administrator shall not be permitted to share any
24 Class Information included in the Class List with Plaintiffs or Class Counsel absent express approval by
25 Defendants or Defense Counsel.

26 i. Notice by First Class U.S. Mail. Upon receipt of the Class List, the
27 Settlement Administrator shall perform a search based on the National Change of Address Database
28 maintained by the United States Postal Service to update and correct any known or identifiable address

changes. Within twenty-one (21) calendar days after receiving the Class List from Defendants as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Class Member. The Parties agree that this procedure for notice provides the best notice practicable to Class Members and fully complies with due process.

ii. Undeliverable Settlement Notices. Any Settlement Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within five (5) calendar days of receipt of the returned Settlement Notice by the Settlement Administrator. If no forwarding address is provided, the Settlement Administrator shall attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing to the Class Member whose Settlement Notice was returned as non-deliverable within five (5) calendar days of receipt of the returned Settlement Notice by the Settlement Administrator, assuming another mailing address is identified by the Settlement Administrator. Class Members who are sent a re-mailed Settlement Notice shall have their Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-mails the Settlement Notice. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Settlement Notice does not receive the Settlement Notice, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

iii. Determination of Individual Settlement Awards. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the terms of this Stipulation of Settlement. The Settlement Administrator's determination of the eligibility for and amount of each Individual Settlement Award shall be binding upon the Class Members and the Parties. In the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

1 iv. Disputes Regarding Administration of Settlement. Any dispute not
2 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
3 resolved by the Court.

4 b. Monitoring and Reviewing Settlement Administration. The Parties have the right
5 to monitor and review the administration of the Settlement to verify that the monies allocated under the
6 Settlement are distributed in the correct amount, as provided for in this Stipulation of Settlement.

7 c. Certification Reports Regarding Individual Settlement Award Calculations. The
8 Settlement Administrator will provide Defense counsel and Class Counsel with weekly reports which
9 certify: (a) the number of Class Members who have submitted valid Requests for Exclusion or objections;
10 and (b) whether any Class Member has submitted a challenge to any information contained in their
11 Settlement Notice, including but not limited to the number of Class Members who have submitted a
12 Workday Dispute. Additionally, the Settlement Administrator will provide to counsel for both Parties any
13 updated reports regarding the administration of the Settlement Agreement as needed or requested. The
14 Settlement Administrator shall not identify the name, address, or Social Security Number of any Class
15 Member to Class Counsel absent express approval by Defendants or Defense Counsel.

16 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
17 this Settlement.

18 49. Funding and Allocation of Maximum Settlement Amount. The Maximum Settlement
19 Amount shall be paid by Defendants in one lump sum payment within fourteen (14) days after the
20 Effective Date. Defendants shall provide the Maximum Settlement Amount to the Settlement
21 Administrator in any feasible manner, including, but not limited to, by way of a wire transfer. If this
22 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to
23 become effective for any reason, or if the Effective Date does not occur, then no portion of the
24 Maximum Settlement Amount shall be paid.

25 a. Individual Settlement Awards. Class Members shall not be required to submit a
26 claim in order to receive a share of the Net Settlement Amount, and no portion of the Maximum
27 Settlement Amount shall revert to Defendants or result in an unpaid residue. Individual Settlement
28 Awards shall be paid by the Settlement Administrator from the Net Settlement Amount pursuant to the

1 formula set forth herein after receipt of the Maximum Settlement Amount from Defendants, in accordance
2 with the terms set forth herein. Individual Settlement Award payments shall be mailed by the Settlement
3 Administrator by regular First Class U.S. Mail to each Participating Class Member's last known mailing
4 address within thirty (30) calendar days after Defendants provide the Settlement Administrator with the
5 Maximum Settlement Amount. Prior to mailing the Individual Settlement Awards, the Settlement
6 Administrator shall perform a search based on the National Change of Address Database maintained by
7 the United States Postal Service to update and correct any known or identifiable address changes.

8 i. Each Participating Class Member's Individual Settlement Award shall be
9 calculated solely by the Settlement Administrator as follows:

10 (1) The Settlement Administrator will calculate the Workweek Value
11 by dividing the Net Settlement Amount by the total number of Workweeks for the entire Settlement
12 Class during the Class Period;

13 (2) To determine each Class Member's estimated Individual Settlement
14 Award, the Settlement Administrator will multiply the Workweek Value by the number of Workweeks
15 worked by each Class Member. All Class Members will be entitled to payment for at least one Workweek.

16 (3) Should any of the following occur, the Settlement Administrator
17 will proportionately increase the estimated Individual Settlement Award of each Participating Class
18 Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members:
19 (i) any Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion following
20 the provision of Settlement Notices and expiration of the Response Deadline; (ii) the Court approves
21 Class Representative Service Awards in amounts less than those requested by Plaintiffs, as detailed
22 herein; (ii) the Court approves a Class Counsel Award in an amount less than that requested by
23 Plaintiffs, as detailed herein; and/or (iii) the Court approves Settlement Administration Costs in an
24 amount less than that requested by Plaintiffs, as detailed herein.

25 ii. Individual Settlement Award payments shall be made by check and shall
26 be made payable to each Participating Class Member as set forth in this Stipulation of Settlement.

27 iii. Individual Settlement Awards shall be allocated as follows: fifteen percent
28 (15%) as alleged unpaid wages subject to all applicable tax withholdings; forty percent (40%) as alleged

1 unpaid interest not subject to payroll tax withholdings; and forty-five percent (4045%) as alleged non-
2 wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS
3 Form W-2 to each Participating Class Member for the portion of each Individual Settlement Award
4 payment allocated as alleged unpaid wages and subject to all applicable tax withholdings. The
5 Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member for the
6 portion of each Individual Settlement Award payment allocated as alleged unpaid non-wage penalties
7 and interest and not subject to payroll tax withholdings. Participating Class Members shall be solely and
8 legally responsible to pay any and all applicable taxes on the portion of their Individual Settlement
9 Awards that are allocated as alleged unpaid interest and non-wage penalties not subject to payroll tax
10 withholdings, and shall hold harmless Defendants, Class Counsel and Defense Counsel from any claim or
11 liability for taxes, penalties, or interest arising as a result of payment of the portion of their Individual
12 Settlement Awards that is allocated as alleged unpaid interest and non-wage penalties not subject to
13 payroll tax withholdings.

14 iv. The Settlement Administrator shall calculate the amount of the
15 Employer's Share of Payroll Taxes and shall remit and report the applicable portions of the payroll tax
16 payment to the appropriate taxing authorities in a timely manner. Defendants will be responsible for
17 paying its share of the Payroll Taxes separate and apart from the Maximum Settlement Amount.

18 v. Any Individual Settlement Award check issued by the Settlement
19 Administrator to Participating Class Members will be valid and negotiable for at least one hundred
20 eighty (180) calendar days from the date they are issued. After the expiration of the 180-day period,
21 the Settlement Administrator will prepare the Final Report regarding the distribution of the Maximum
22 Settlement Amount, including the total amount that was cashed/deposited by Participating Class
23 Members and the total amount of any unpaid residue or unclaimed or abandoned funds pursuant to
24 California Code of Civil Procedure section 384. After the Final Report is filed, any uncashed
25 Individual Settlement Award checks will be reissued, maintained in the name of the Participating
26 Settlement Member, and deposited in the California State Controller's Unclaimed Property Fund, in
27 said Participating Settlement Member's name.

28

1 vi. In the event a Participating Class Member fails to cash/deposit his or her
2 Individual Settlement Award check, the Participating Class Member shall nevertheless remain bound by
3 the Settlement, including, but not limited to the release of claims described in Paragraph 46 above.

4 vii. All Individual Settlement Award payments received by Participating Class
5 Members under the Settlement which are attributable to wages shall constitute income to such
6 Participating Class Members solely in the year in which such monies are actually received by the
7 Participating Class Members. It is expressly understood and agreed that the receipt of Individual
8 Settlement Awards shall not entitle any Participating Class Member to additional compensation or benefits
9 under any collective bargaining agreement or under any bonus, contest or other compensation or benefit
10 plan or agreement in place during the period covered by the Settlement, nor shall it entitle any
11 Participating Class Member to any increased pension and/or retirement, or other deferred compensation
12 benefits. It is the intent of the Parties that Individual Settlement Awards provided for in this Stipulation of
13 Settlement are the sole payments to be made by Defendants to Participating Class Members in connection
14 with this Settlement, with the exception of the Class Representative Service Awards to Plaintiffs and the
15 sums to be paid by Defendants in connection with the PAGA Settlement, and that the Participating Class
16 Members are not entitled to any new or additional compensation or benefits as a result of having received
17 the Individual Settlement Awards. Furthermore, the receipt of Individual Settlement Awards by
18 Participating Class Members shall not, and does not, by itself establish any general, special, or joint
19 employment relationship between and among the Participating Class Member(s) and Defendants.

20 b. Class Representative Service Award. For the purposes of this Settlement only,
21 the Parties agree to the designation of Plaintiff Laura Rubi as Class Representatives. In recognition of
22 his time and effort in bringing and presenting the Action, Plaintiff shall request a Class Representative
23 Service Award not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). Plaintiff's request for
24 such Class Representative Service Award shall be subject to approval from the Court. Defendant agrees
25 not to oppose or object to Plaintiff's request. The court-approved Class Representative Service Award
26 shall be paid to Plaintiffs from the Maximum Settlement Amount and shall be mailed by the Settlement
27 Administrator to Plaintiffs no later than thirty (30) calendar days after Defendants provide the
28 Settlement Administrator with the Maximum Settlement Amount. The Class Representative Service

1 Awards will be in addition to any Individual Settlement Awards paid to Plaintiffs pursuant to the
2 Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their Class
3 Representative Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all
4 applicable taxes on their Class Representative Service Awards and shall hold harmless Defendants,
5 Class Counsel and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as
6 a result of payment of the Class Representative Service Awards. Any amount requested by Plaintiffs for
7 the Class Representative Service Awards that is not awarded by the Court shall become part of the Net
8 Settlement Amount and shall be distributed to Participating Class Members as part of the Individual
9 Settlement Awards.

10 c. Class Counsel Award. Class Counsel shall be entitled to request attorneys' fees in an
11 amount not to exceed one-third (33 and 1/3%) of the Maximum Settlement Amount, which amounts to One
12 Hundred Twenty Fourth Thousand Nine Hundred and Ninety-Eight Dollars and Seventy Five Cents
13 (\$124,998.75). In addition, Class Counsel shall also be entitled to request an award of costs associated with
14 Class Counsel's prosecution of the Action not to exceed Fourteen Thousand Dollars (\$14,000.00). Class
15 Counsel's request for such attorneys' fees and costs shall be subject to approval from the Court. Defendants
16 agree not to oppose or object to Class Counsel's request for attorneys' fees in an amount not to exceed One
17 Hundred Twenty Fourth Thousand Nine Hundred and Ninety-Eight Dollars and Seventy Five Cents
18 (\$124,998.75) or to Counsel's request for attorneys' costs in an amount not to exceed Fourteen Thousand
19 Dollars (\$14,000.00). In the event the Court awards Class Counsel less than One Hundred Twenty Fourth
20 Thousand Nine Hundred and Ninety-Eight Dollars and Seventy Five Cents (\$124,998.75) in attorneys' fees
21 and/or less than Fourteen Thousand Dollars (\$14,000.00) in costs, the difference shall become part of the
22 Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual
23 Settlement Awards. The court-approved Class Counsel Award shall be paid to Class Counsel from the
24 Maximum Settlement Amount and shall be mailed by the Settlement Administrator to Plaintiffs no later
25 than thirty (30) calendar days after Defendants provide the Settlement Administrator with the Maximum
26 Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
27 Class Counsel Award. Class Counsel shall provide the Settlement Administrator with properly completed
28 and signed copies of IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel

1 Award approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class
2 Counsel for the Class Counsel Award. Plaintiff's counsel's attorneys' fees shall be split 40% to Mesriani
3 Law Group and 60% to Cantor Law.

4 d. PAGA Settlement. Subject to Court approval, the Parties agree that Five-
5 Thousand Dollars (\$5,000.00) from the Maximum Settlement Amount will be designated for satisfaction
6 of Plaintiffs' PAGA claims. Pursuant to the PAGA, seventy five percent (75%) or Three-Thousand
7 Five-Hundred Fifty Dollars (\$3,750.00) of this sum will be paid to the California Labor Workforce
8 Development Agency and twenty five percent (25%), or Two-Thousand Five-Hundred Dollars
9 (\$2,500.00) will be distributed to Class Members who worked for Defendants between August 21, 2017
10 and the date the Court grants Preliminary Approval of the Settlement.

11 e. Settlement Administration Costs. The Settlement Administration fees and
12 expenses, which are estimated not to exceed Ten-Thousand Dollars (\$10,000.00), shall be paid from the
13 Maximum Settlement Amount. Prior to Plaintiffs filing a Motion for Final Approval of the Settlement, the
14 Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration
15 Costs to date. The Parties agree to cooperate in the Settlement Administration process and to make all
16 reasonable efforts to control and minimize Settlement Administration Costs.

17 i. The Parties each represent they do not have any financial interest in the
18 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could
19 create a conflict of interest.

20 ii. The Settlement Administrator shall keep the Parties timely apprised of the
21 performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement
22 Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF") pursuant to IRS
23 rules and regulations in which the Maximum Settlement Amount shall be placed and from which
24 payments required by the Settlement shall be made.

25 50. Payroll Taxes. In accordance with this Settlement and to the fullest extent possible, the
26 Maximum Settlement Amount shall resolve, satisfy and completely extinguish all of Defendants' liability
27 with respect to the Class Members, except that Defendants shall solely be responsible for the employer
28 portion of the payroll taxes on the portion of the Individual Settlement Awards that constitutes wages. Upon

1 the transfer of the Maximum Settlement Amount and the employer portion of payroll taxes on the portion of
2 the Individual Settlement Awards that constitutes wages, Defendants shall have no further payment or
3 defense obligation whatsoever with respect to any claims covered by this Settlement made or asserted by
4 any person or entity anywhere in the world in connection with the Class Members.

5 51. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Following
6 expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court for the
7 Court to determine whether to grant final approval of the Settlement, including determining the amounts
8 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Awards; (iv)
9 settlement administration costs; and (iv) the PAGA Settlement. Prior to the Final Approval Hearing, the
10 Settlement Administrator shall provide a written report or declaration to the Parties describing the process
11 and results of the administration of the Settlement to date, which report or declaration shall be filed by
12 Plaintiffs with the Court prior to the Final Approval Hearing. The Parties agree to work diligently and
13 cooperatively to have this Settlement presented to the Court for final approval. The proposed Order
14 granting Plaintiffs' Motion for Final Approval shall be mutually agreed to by the Parties prior to Plaintiffs
15 submitting the proposed Order to the Court. Plaintiffs will also provide Defendants with the opportunity
16 to review and comment upon drafts of all other pleadings to be filed in connection with their Motion for
17 Final Approval (e.g., notice of motion, memorandum of points and authorities, and declarations) within
18 three (3) business days of filing the Motion for Final Approval of the Settlement with the Court.

19 52. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
20 Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval and
21 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of
22 this Settlement Agreement, the Parties shall apply to the Court for the entry of an order scheduling a
23 fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees
24 and costs, and the Class Representative's service payment, should be finally approved as fair, reasonable
25 and adequate as to the members of the Settlement Class. As part of Plaintiff's Motion for Preliminary
26 Approval, Plaintiffs shall also apply to the Court for the entry of an Order as follows:

- 27 a. Certifying the Settlement Class for settlement purposes only;
- 28 b. Approving, as to form and content, the proposed Settlement Notice;

- 1 c. Approving the manner and method for Class Members to object or request
2 exclusion from the Settlement, as contained herein and within the Settlement Notice;
- 3 d. Directing the mailing of the Settlement Notices to Class Members, by first class mail;
- 4 e. Preliminarily approving the Settlement subject only to the objections of Class
5 Members and final review by the Court; and
- 6 f. Enjoining Plaintiffs and all Class Members from filing or prosecuting any claims,
7 suits or administrative proceedings (including filing claims with the California Division of Labor Standards
8 Enforcement and the LWDA) regarding the Released Claims unless and until such Class Members have
9 filed valid Requests for Exclusion with the Settlement Administrator.

10 53. Duties of the Parties Following Final Approval.

11 a. Proposed Final Order. Following final approval by the Court of the Settlement
12 provided for in this Settlement Agreement, Class Counsel will submit a proposed Final Order of
13 Approval and Judgment:

- 14 i. Approving the Settlement, adjudging the terms thereof to be fair,
15 reasonable and adequate, and directing consummation of its terms and provisions;
- 16 ii. Approving Class Counsel's application for an award of attorneys' fees
17 and costs;
- 18 iii. Approving the Class Representative Service Awards to Plaintiffs;
- 19 iv. Approving the Settlement Administrator's fees;
- 20 v. Approving the PAGA Settlement;
- 21 vi. Setting a date when the Parties shall submit the Final Report regarding the
22 distribution of the Maximum Settlement Amount pursuant to California Code of Civil Procedure section
23 384, and, if necessary a date for a final accounting hearing following its receipt of the Final Report;
- 24 vii. Entering judgment in this Action barring and enjoining all members of the
25 Settlement Class from prosecuting against any of the Released Parties, any individual or class, collective
26 or representative claims released herein pursuant to the Settlement Agreement, upon satisfaction of all
27 payments and obligations hereunder.
- 28

54. Request for Exclusion. Should any Class Member exclude him or herself from participation in the class settlement, that Excluded Class Member's calculated proportionate share of the Net Settlement shall be held in escrow by the Class Settlement Administrator for eighteen months from the date of the Class Settlement Disbursement to be utilized in satisfaction of the Excluded Class Member's individual claims proposed to be released by the Class Settlement. Within that timeframe, upon the furnishing of an executed settlement agreement between Defendants and the Excluded Class Member, the Class Settlement Administrator shall release the funds held in escrow. Should no such settlement agreement for the Excluded Class Member be furnished within the time described above, the funds shall be released to the following *cy pres* charity mutually selected by the Parties: Jewish Free Loan Association.

55. Revocation of Settlement by Defendants. If five percent (5%) or more of the total Class Members timely exclude themselves from the Settlement and/or if the combined Workweeks worked by Class Members who timely exclude themselves amounts to five percent (5%) or more of the total Workweeks worked by all Class Members, either Defendant may, at its election and in its sole discretion, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission in writing, by certified or electronic mail to Class Counsel, within thirty (30) calendar days of the Response Deadline. In event the Settlement is terminated under this provision, the Defendant(s) responsible for terminating the Settlement shall be solely responsible for paying any Settlement Administration Costs already incurred by the Settlement Administrator.

56. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation of Settlement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation of Settlement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative action against Defendants or any of the other Released Parties. Should the Settlement not become final for any reason, the Parties will request that the Court reopen proceedings within thirty (30) calendar days, the Parties and any monies required to be paid under this Settlement

1 shall be returned to their respective statuses as of the date and time immediately prior to the execution of
2 this Stipulation of Settlement, and the Parties shall proceed in all respects as if this Stipulation of
3 Settlement had not been executed, except that any Settlement Administration Costs already incurred by
4 the Settlement Administrator shall be split evenly amongst the Parties (unless either Defendant elects to
5 revoke the Settlement, as specified in Paragraph 55 above, in which case any Settlement Administration
6 Costs already incurred by the Settlement Administrator shall be paid by the revoking Defendant(s)). In
7 the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is
8 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other
9 appellate review and the stay shall only be lifted if the end result of the appeal or other proceeding is that
10 the terms of this settlement agreement are upheld.

11 57. Plaintiffs' Waiver of Right to Be Excluded. Both Plaintiffs agree that, by signing this
12 Settlement Agreement, they will be bound by the terms herein. Plaintiffs further agree that, upon signing
13 this Settlement Agreement, they will not request to be excluded from this Settlement and that any such
14 request for exclusion by either Plaintiff will be void and of no force or effect.

15 58. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
16 certification for purposes of this Settlement only; and either party may appeal any court order that
17 materially alters the Settlement Agreement's terms.

18 59. No Admission by Defendants. Defendants deny all claims alleged in this Action and deny
19 all wrongdoing whatsoever by Defendants. Neither this Stipulation of Settlement, nor any of its terms and
20 conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be
21 used against Defendants as an admission or indication with respect to any claim of any fault, concession, or
22 omission by Defendants or that class certification is proper under the standard applied to contested
23 certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement
24 purposes only. The Parties further agree that this Stipulation of Settlement will not be admissible in this or
25 any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are liable
26 to Plaintiffs or any Class Member, other than according to the terms of this Stipulation of Settlement.

1 60. Publicity.

2 a. Prior to the Filing of Plaintiffs' Motion for Preliminary Approval. Class
3 Representative and Class Counsel will not make any public disclosures of any kind regarding the
4 Settlement, this Stipulation of Settlement executed by Class Counsel and Defense Counsel on December
5 31, 2019, including but not limited to postings on Class Counsel's websites and postings on any social
6 media sites/outlets, until after the Motion for Preliminary Approval is filed. Class Counsel will take all
7 steps necessary to ensure the Class Representatives are aware of, and will encourage them to adhere to, the
8 restriction against any public disclosures regarding the Settlement, this Stipulation of Settlement, and the
9 confidential Memorandum of Understanding executed by Class Counsel and Defense Counsel on
10 December 31, 2019 until after the Motion for Preliminary Approval is filed. Further, Class Counsel will
11 not include, reference or use the Settlement for any marketing or promotional purposes, or for attempting
12 to influence business relationships at Defendants' locations, either before or after the Motion for
13 Preliminary Approval is filed.

14 b. Following the Court's Order Granting Preliminary Approval. Class Representative
15 and Class Counsel will not initiate any communications with the media or third parties, and, if contacted
16 by the media or third parties, will only direct any media inquiries to the public records of the Action on file
17 with the Court. Class Counsel will take all steps necessary to ensure the Class Representatives are aware
18 of, and will encourage them to adhere to, the restriction against initiating any media comment. Class
19 Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional
20 purposes. Nothing herein will restrict Class Counsel from including publicly available information
21 regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and
22 experience. Further, as stated above, Class Counsel will not include, reference or use the Settlement for
23 any marketing or promotional purposes, or for attempting to influence business relationships at
24 Defendants' locations, either before or after the Motion for Preliminary Approval is filed.

25 61. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
26 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
27 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.
28

1 62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
2 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to
3 the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the
4 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
5 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and
6 (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement

7 63. Exhibits and Headings. The terms of this Stipulation of Settlement include the terms set forth
8 in any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein. The
9 Exhibit(s) to this Stipulation of Settlement are an integral part of the Settlement. The descriptive headings of
10 any paragraphs or sections of this Stipulation of Settlement are inserted for convenience of reference only.

11 64. Amendment or Modification. This Stipulation of Settlement may be amended or
12 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

13 65. Entire Agreement. This Stipulation of Settlement and any attached Exhibit(s) constitute
14 the entire agreement between the Parties, and no oral or written representations, warranties, or
15 inducements have been made to Plaintiffs or Defendants concerning this Stipulation of Settlement or its
16 Exhibit(s) other than the representations, warranties, and covenants contained and memorialized in this
17 Stipulation of Settlement and its Exhibit(s). No other prior or contemporaneous written or oral
18 agreements may be deemed binding on the Parties.

19 66. Authorization to Enter into Settlement Agreement. Class Counsel and Defense Counsel
20 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this
21 Stipulation of Settlement and to take all appropriate actions required or permitted to be taken by such Parties
22 pursuant to this Stipulation of Settlement to effectuate its terms, and to execute any other documents required
23 to effectuate the terms of this Stipulation of Settlement. The Parties, Class Counsel and Defense Counsel
24 shall cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
25 the event the Parties are unable to reach agreement on the form or content of any document needed to
26 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the
27 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
28 person(s) signing this Stipulation of Settlement on behalf of Defendants represents and warrants that he/she

1 is authorized to sign this Stipulation of Settlement on behalf of Defendants. Plaintiffs represent and warrant
2 that they are authorized to sign this Stipulation of Settlement and that they have not assigned any claim, or
3 part of a claim, covered by this Settlement of Settlement to a third-party. The Parties have cooperated in the
4 drafting and preparation of this Stipulation of Settlement. Hence, in any construction made of this
5 Stipulation of Settlement, the same shall not be construed against any of the Parties.

6 67. Binding on Successors and Assigns. This Stipulation of Settlement shall be binding
7 upon, and inure to the benefit of, the successors and assigns of the Parties.

8 68. California Law Governs. All terms of this Stipulation of Settlement and the Exhibit(s) hereto
9 shall be governed by and interpreted according to the laws of the State of California, without giving effect to
10 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

11 69. Counterparts. This Stipulation of Settlement may be executed in one or more counterparts.
12 All executed counterparts and each of them shall be deemed to be one and the same instrument.

13 70. This Settlement is Fair, Adequate and Reasonable. Plaintiffs represent that this Settlement
14 is a fair, adequate, and reasonable settlement of the Action and that they have arrived at this Settlement
15 after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

16 71. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court
17 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
18 of this Stipulation of Settlement and all orders and judgments entered in connection therewith, and the
19 Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
20 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation of Settlement and
21 all orders and judgments entered in connection therewith.

22 72. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation of
23 Settlement invalid, the Parties request that the Court first attempt to construe the terms or provisions
24 valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of
25 this Stipulation of Settlement as valid and enforceable. In the event the Court declares any material
26 provision of this Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its
27 terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.
28

1 73. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class
2 Members are so numerous, it is impossible or impractical to have each Class Member execute the
3 Stipulation of Settlement. The Class Notice shall advise all Class Members of the binding nature of the
4 Settlement, and the release of Released Claims and shall have the same force and effect as if this
5 Stipulation of Settlement were executed by each Participating Class Member.

6
7 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
8 Stipulation of Class Action Settlement and Release between Plaintiffs, on the one hand, and Defendants,
9 on the other hand, as of the date(s) set forth below:

10
11 Dated: _____, 2020

Plaintiff LAURA RUBI

12
13 Dated: Oct 15, 2020

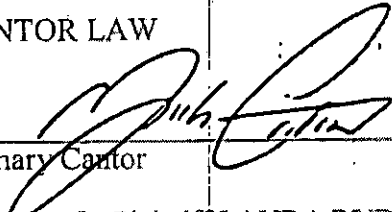
Defendant BERGEN SHIPPERS CORP.

14
15 
By: Ariel Calmanovici
Title: Chief Financial Officer

16
17 Approved as to form and content and as to Paragraph 60 (Publicity):

18
19 Dated: October 15, 2020

CANTOR LAW


20
21 

Zachary Cantor

Attorneys for Plaintiff LAURA RUBI

22
23
24 Dated: October 15, 2020

JACKSON LEWIS P.C.

25
26 

Leonora M. Schloss
Eric J. Gitig

Attorneys for Defendant BERGEN SHIPPERS CORP

73. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class

Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation of Settlement were executed by each Participating Class Member.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement and Release between Plaintiffs, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below:

Dated: 10/14, 2020


Plaintiff LAURA RUBI

Dated: 10/14, 2020

Defendant BERGEN SHIPPERS CORP.

By: Ariel Calmanovici
Title: Chief Financial Officer

Approved as to form and content and as to Paragraph 60 (Publicity):

Dated: _____, 2020

CANTOR LAW

Zachary Cantor

Attorneys for Plaintiff LAURA RUBI

Dated: _____, 2020

JACKSON LEWIS P.C.

Leonora M. Schloss
Eric J. Gitig

Attorneys for Defendant BERGEN SHIPPERS CORP

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Laura Rubi v. Bergen Shippers Corp., et al.

Los Angeles County Superior Court Case No. BC715077

IF YOU WERE EMPLOYED AS AN EXEMPT EMPLOYEE AT BERGEN SHIPPERS CORP., DBA BERGEN LOGISTICS IN THE STATE OF CALIFORNIA DURING THE SETTLEMENT PERIOD (DEFINED AS JULY 30, 2014 THROUGH (PRELIMINARY APPROVAL) YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

A court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will receive no payment.</u> This is the only option that allows you to file your own lawsuit against Bergen Shippers Corp. for the claims released in this Settlement.
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement.

WHAT IS IN THIS NOTICE

1.	Why Should You Read This Notice?.....	Page 2
2.	What Is the Class Action Settlement?.....	Page 2
3.	How Much Can I Expect to Receive?.....	Page 2
4.	What Is the Case About?.....	Page 3
5.	Why Did the Defendants Join in This Notice?	Page 3
6.	Who Are the Plaintiffs in This Class Action?.....	Page 3
7.	Who Are the Attorneys Representing the Parties?	Page 4
8.	What Are my Rights? How Will My Rights Be Affected?	Page 4
9.	How Will Plaintiff's Attorneys for the Case Be Paid?	Page 6

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a member of the settlement class settled in this action. The settlement class is comprised of employees misclassified as exempt employed by Bergen Shippers Corp. in the State of California during the Settlement Period (defined as July 30, 2014 through (PRELIMINARY APPROVAL) ("Class Members").

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on November 2, 2020 at 10:00 a.m. in the Los Angeles County Superior Court, State of California. The Court determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. The Court also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on (DATE AND TIME OF FINAL APPROVAL HEARING) in Department 9 of the Los Angeles County Superior Court located at 312 N Spring St, Los Angeles, CA 90012. The final judgment and notification of any changes to the date or location of the Final Approval Hearing will be available at: (LINK TO ADMINISTRATOR'S SITE). If you wish to appear at the Final Approval Hearing, the Court strongly encourages telephonic appearances via LACourtConnect.

2. What is the Class Action Settlement?

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. How Much Can I Expect to Receive?

Defendants will pay a total sum of Three Hundred Seventy-Five Thousand Dollars (\$375,000) ("Gross Settlement Amount"), which includes all settlement payments, attorney's fees, costs, costs of administering the Settlement, and the Class Representatives Payment.

Each Participating Class Member will receive an amount based on the number of hours worked and the dollar rate per hour for the bi-monthly pay periods between July 30, 2014 and January 10, 2020. It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

Tax Treatment of Class Member Individual Settlement Payments: Because the Individual Settlement Payments are for settlement of claims for alleged unpaid wages, including minimum wages, alleged unpaid meal and rest period premium wages, alleged interest and statutory and civil penalties, 15% of the Individual Settlement Amounts will be allocated to the unpaid wages claim, will be subject to tax withholdings and this portion of the payment will be reported on an IRS Form W-2; 40% will be allocated to the interest claim; and 45% will be allocated to the

statutory and civil penalties claims, and the portions allocated to the interest and statutory and civil penalty claims will be paid without withholding any amount and will be reported on an IRS Form 1099.

4. *What Is the Case About?*

Plaintiff Laura Rubi filed this lawsuit on July 30, 2018 on behalf of herself and other aggrieved employees misclassified as exempt employed at Bergen Shippers Corp. in the State of California, Case No. BC715077. Her First Amended Complaint in this lawsuit requesting PAGA penalties, in addition to Class-wide damages for alleged violations of the following: (1) Misclassification of Exempt employee status; (2) failure to pay wages, including minimum wage and overtime; (3) failure to pay reporting time and other wages; (4) failure to timely pay compensation due and owing; (5) failure to provide accurate itemized wage statements; (6) violations of Labor Code § 204; (7) derivative failure to timely furnish accurate itemized wage statements; and (8) independent failure to timely furnish accurate itemized wage statements.

The Defendants deny the claims and allegations asserted in the lawsuit and believe they have no liability for any of Plaintiffs' or the Class Members' claims under any statute, wage order, common law, or equitable theory. On or about November 22, 2019, the Parties reached a Settlement subject to Court approval as represented in the First Amended Joint Stipulation of Class Settlement and Release of Claims (the "Settlement" or "Settlement Agreement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, the Defendants have decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit and settlement immediately resolves, finally and completely, the pending and potential claims. Defendants do not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

5. *Why Did the Defendants Join in This Notice?*

The Defendants do not admit any claim alleged in the lawsuit and deny that they owe money for any of the claims in this matter. The Defendants are settling the lawsuit as a compromise. The Defendants reserve the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

6. *Who Is the Plaintiff in This Class Action?*

Laura Rubi is the Plaintiff and Class Representative in this class action lawsuit. She is acting on behalf of herself and on behalf of other members of the class.

7. *Who Are the Attorneys Representing the Parties?*

Class Counsel

Rodney Mesriani, Esq. (SBN 184875)
MESRIANI LAW GROUP
5723 Melrose Avenue, Suite 202
Los Angeles, CA 90038
Tel.: (310) 826-630
Email: Rodnev@mesriani.com

Zachary Cantor, Esq. (SBN
270507)
CANTOR LAW
1112 Montana Avenue, Suite C
Santa Monica, CA 90403
Tel.: (310) 393-6620 / Fax: (310)
393-6680
Email:
Zachary@cantorlawyers.com

Defense Counsel

Leonora M. Schloss (SBN 145142)
Eric J. Gitig (SBN 307547)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
E-mail: leonora.schloss@jacksonlewis.com
E-mail: eric.gitig@jacksonlewis.com

8. *What are my Rights? How Will My Rights Be Affected?*

Class Counsel, appointed and approved by the Court for Settlement only, will represent you. Notice of Final Judgment will be posted on the claims administrator's website: (LINK TO ADMINISTRATOR'S SITE).

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment, unless you opt out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of workweeks you worked for Defendants during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the shift information shown above is incorrect, you should contact the Settlement Administrator listed at the end of this Notice on or before (RESPONSE DEADLINE). You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

NOTE: UNLESS YOU DISPUTE THE WORKWEEK INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE AMOUNTS SET FORTH ABOVE.

If you are a current employee of any of the Defendants, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement, submit a written objection to the Settlement Administrator at the address below. To be considered valid, your notice of objection must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your notice of objection must also include a written statement of all grounds for your objection accompanied by any legal support for such objection, and copies of any papers, briefs, or other documents upon which your objection is based. To be considered timely, your notice of objection must be postmarked no later than **(RESPONSE DEADLINE)**.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written request to Opt-Out to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be postmarked no later than **(RESPONSE DEADLINE)**. Late Opt-Out's will not be considered.

If you timely mail a complete and valid Opt-Out, you will no longer be a member of the Class and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement. You will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Bergen Shippers Corp.

Effect of the Settlement on Your Rights

If this Settlement is approved by the Court, a Judgment will be entered by the Court as to the Lawsuit per the terms of this Settlement, and this Settlement combined with the Judgment will release all of the "Released Claims" as set forth herein for a Class Members who do not timely and validly opt-out of this Settlement. Released Claims means any and all liabilities, demands, claims, causes of action, complaints, and obligations, whether known or unknown, suspected or unsuspected, in law, equity, or whatever kind or nature, against Defendants, and its former and current members, parents, subsidiaries, affiliates, divisions, fiduciaries, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, including Bergen Shippers Corp. that are or that could have been pled during the Covered Time Frame in the Complaint relating to (1) Misclassification of Exempt employee status; (2) failure to pay wages, including minimum wage and overtime; (3) failure to pay reporting time and other wages; (4) failure to timely pay compensation due and owing; (5) failure to provide accurate itemized wage statements; (6) violations of Labor Code §

204; (7) derivative failure to timely furnish accurate itemized wage statements; and (8) independent failure to timely furnish accurate itemized wage statements, other related statutory and civil penalties, including PAGA penalties, attorneys' fees and costs, based only on the facts alleged in the Complaint during the Covered Time Frame. These released claims and damages are hereinafter referred to as the "Released Claims". The time period governing these Released Claims shall be the Settlement Period.

Check Cashing Deadline

Any checks issued by the Class Administrator to Participating Class Members shall be negotiable for one hundred and eighty (180) calendar days. Checks that are not cashed within 180 days will be divided *pro rata* among those Settlement Class Members who have negotiated their payment checks. The parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Proceeds will be paid out to Settlement Class Members.

9. *How Will the Attorneys for the Class and Others Be Paid?*

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Amount of \$375,000. The attorneys are seeking a fee of \$125,000 as well as reimbursement of their costs, up to \$14,000. The Class Representative Laura Rubi is seeking a Service Award of up to \$10,000 from the Settlement for her services as Class Representative. The Settlement Administrator estimates that the cost of administration will be approximately \$10,000. All of these amounts are to be deducted from the Gross Settlement Amount of \$375,000, with the remainder available for distributions to Class Members who do not Opt Out. While the \$375,000 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, the Class Representatives and the Settlement Administrator and deducted from the Gross Settlement Amount will be determined by the Court.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call the Settlement Administrator at the following telephone number, toll free: (ADMINISTRATOR'S PHONE NUMBER); or contact Class Counsel, Zachary Cantor (310.393.6620) or email him at Zachary@cantorlawyers.com.

Please refer to the Bergen Shippers Corp. Settlement Administrator c/o Phoenix Settlement Administrators - (ADMINISTRATOR'S CONTACT INFORMATION).

You can find a copy of the Settlement Agreement at the Los Angeles County Superior Court located at 312 N Spring St, Los Angeles, CA 90012.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT. By Order of the Los Angeles County Superior Court.

5

EXHIBIT 2

1 Zachary Cantor (SBN 270507)
CANTOR LAW
 2 1112 Montana Avenue, Suite C
 Santa Monica, CA 90403
 3 Tel: (310) 393-6620
 Fax: (310) 393-6680
 4 Web: Cantorlawyers.com

5 Rodney Mesriani (SBN 134875)
MESRIANI LAW GROUP
 6 5723 Melrose Avenue, Suite 202
 Los Angeles, CA 90038
 7 Tel: (310) 826-6300

8 Attorneys for Plaintiff
LAURA RUBI

9 Leonora M. Schloss (SBN 145142)
 Eric J. Gitig (SBN 307547)
JACKSON LEWIS P.C.
 11 725 South Figueroa Street, Suite 2500
 Los Angeles, California 90017-5408
 12 Telephone: (213) 689-0404
 Facsimile: (213) 689-0430
 13 E-mail: leonora.schloss@jacksonlewis.com
 E-mail: eric.gitig@jacksonlewis.com

14 Attorneys for Defendant
 15 **BERGEN SHIPPERS CORP.**
 dba **BERGEN LOGISTICS**

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**
 18 **CENTRAL DISTRICT – SPRING STREET COURTHOUSE**

19 LAURA RUBI, on behalf of herself and others
 20 similarly situated,

21 **Plaintiffs,**

22 vs.

23 **BERGEN SHIPPERS CORP. DBA BERGEN**
LOGISTICS, a New Jersey Corporation; and
 24 **DOES 1 through 100, Inclusive,**

25 **Defendants.**

CASE NO.: BC715077

RELATED CASE NO.: BC715217

*[Assigned for all purposes to the Honorable Yvette
 M. Palazuelos., Department 9]*

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

Complaint Filed: July 30, 2018

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1 IT IS HEREBY STIPULATED, by and between Plaintiff Laura Rubi, individually and on behalf
 2 of all others similarly situated, on the one hand, and Defendant Bergen Shippers Corp. dba Bergen
 3 Logistics, on the other hand, and subject to the approval of the Court, that this Action is hereby
 4 compromised and settled pursuant to the terms and conditions set forth in this First Amended Joint
 5 Stipulation of Class Action Settlement and Release ("Agreement," "Settlement," or "Stipulation of
 6 Settlement") and that the Court shall make and enter judgment, subject to the continuing jurisdiction of
 7 the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by
 8 this reference become an integral part of this Stipulation of Settlement.

9 **DEFINITIONS**

10 1. "Action" means the putative class and representative action entitled *LAURA RUBI, on*
 11 *behalf of herself and others similarly situated vs. BERGEN SHIPPERS CORP. DBA BERGEN*
 12 *LOGISTICS, a New Jersey Corporation, and DOES 1-50, inclusive*, Los Angeles County Superior Court
 13 Case No. BC715077.

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14 2. "Class Counsel" means Zachary Cantor, Esq. of Cantor Law.

15 3. "Class Counsel Award" means the Court-approved attorneys' fees for Class Counsel's
 16 litigation and resolution of the Action (not to exceed one-third [33 and 1/3%] of the Maximum
 17 Settlement Amount), and the Court-approved costs incurred by Class Counsel in connection with this
 18 Action (not to exceed Twelve Thousand Dollars [\$12,000.00]).

19 4. "Class Information" or "Settlement Class List" means information regarding Class
 20 Members that Defendants shall in good faith compile from their records and shall be authorized by the
 21 Court to transmit in a secured manner to the Settlement Administrator. Class Information shall be
 22 transmitted in Microsoft Excel format and shall include each Class Member's: (i) full name; (ii) last
 23 known address; (iii) Social Security number; and (iv) dates worked at Defendant Bergen Shippers Corp.
 24 during the Class Period.

25 5. "Class Members" or "Settlement Class" means all individuals who were employed in
 26 California as exempt employees by Defendant Bergen Shippers Corp. at any time between July 30, 2014
 27 and the date of the order granting Preliminary Approval of the Settlement.
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1 6. "Class Period" means the period from July 30, 2014 to the date of the order granting
2 Preliminary Approval of the Settlement for individuals who were employed in California as exempt
3 employees by Defendant Bergen Shippers Corp.

4 7. "Class Representative Service Award" means the Court-approved award to be paid to
5 Plaintiff, in addition to Plaintiff's Individual Settlement Awards, in recognition of Plaintiff's efforts and
6 risks in prosecuting the Action.

7 8. "Complaint" means Plaintiff's operative Complaint or any subsequent Complaints filed
8 by Plaintiffs in the Action.

9 9. "Defendant" means Bergen Shippers Corp.

10 10. "Defense Counsel" means Leonora M. Schloss, Esq. and Eric J. Gitig, Esq. of Jackson
11 Lewis P.C.

12 11. "Effective Date" means the date when all of the following events have occurred: (i) the
13 Stipulation of Settlement and the PAGA Settlement Agreement (attached hereto as Exhibit A) have been
14 executed by all Parties, Class Counsel and Defense Counsel; (ii) the Court has given preliminary approval
15 to the Stipulation of Settlement; (iii) the Notice of Class Action Settlement has been given to the putative
16 members of the Settlement Class, providing them with an opportunity to object to the terms of this
17 Stipulation of Settlement or to opt out of the Stipulation of Settlement; (iv) the Court has held a formal
18 fairness hearing and entered a final Order and Judgment certifying the Settlement Class, and approving the
19 Stipulation of Settlement and the PAGA Settlement; (v) thirty (30) calendar days have passed since the
20 Court has entered a final Order and Judgment certifying the Settlement Class, and approving the
21 Stipulation of Settlement; and (vi) in the event there are written objections filed prior to the final fairness
22 hearing which are not later withdrawn or denied, the later of the following events: five (5) business days
23 after the period for filing any appeal, writ or other appellate proceeding opposing the Court's final Order
24 approving the Stipulation of Settlement has elapsed without any appeal, writ or other appellate proceeding
25 having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's final Order
26 approving the Stipulation of Settlement has been filed, five (5) business days after any appeal, writ or other
27 appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed
28 with no right to pursue further remedies or relief.

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1 12. "Employer's Share of Payroll Taxes" means Defendants' portion of payroll taxes,
2 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Awards that
3 constitutes wages.

4 13. "Final Approval Hearing" means the hearing to be conducted by the Court after the filing
5 by Plaintiff of an appropriate motion and following appropriate notice to Class Members giving Class
6 Members an opportunity to request exclusion from the Settlement and to object to the Settlement, at
7 which time Plaintiff shall request that the Court finally approve the Settlement, enter the Final Order and
8 Judgment, and take other appropriate action.

9 14. "Final Order and Judgment" means the order and judgment to be entered by the Court upon
10 granting final approval of the Settlement and this Stipulation of Settlement as binding upon the Parties and
11 Participating Class Members. A proposed Final Order and Judgment shall be mutually agreed upon by the
12 Parties and submitted to the Court concurrently with Plaintiffs' Motion for Final Approval of the Settlement.

13 15. "Final Report" means the report to be prepared by the Settlement Administrator (after the
14 expiration of the 180-day period in which Participating Class Members must cash/deposit their Individual
15 Settlement Award checks) regarding the distribution of the Maximum Settlement Amount, including the
16 total amount that was cashed/deposited by Participating Class Members and the total amount of any unpaid
17 residue or unclaimed or abandoned funds pursuant to California Code of Civil Procedure section 384.

18 16. "Gross Settlement Amount" means the maximum amount Defendant shall have to pay in
19 connection with the Settlement, by way of a common fund, which shall be inclusive of all Individual
20 Settlement Awards to Participating Class Members, the Class Counsel Award, the Class Representative
21 Service Award, allocation to the Labor and Workforce Development Agency ("LWDA") for penalties
22 under PAGA, and Settlement Administration Costs. Subject to Court approval and the terms of this
23 Stipulation of Settlement, the Gross Settlement Amount Defendants shall be required to pay is Three
24 Hundred Seventy Five Thousand Dollars (\$375,000.00).

25 17. "Individual Settlement Award" means the amount payable from the Net Settlement
26 Amount to each Participating Class Member.

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1 18. "Maximum Settlement Amount" means the maximum amount Defendants shall have to pay
2 in connection with this Settlement and the PAGA Settlement, which shall be inclusive of the Gross
3 Settlement Amount (\$375,000.00).

4 19. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel
5 Award, Class Representative Service Awards, PAGA allocation, and Settlement Administration Costs.

6 20. "Notice of Objection" means a Class Member's valid and timely submission of a written
7 objection to the Settlement. For an objection to be valid, it must include: (a) the objector's full name,
8 signature, address, telephone number, and the last four digits of his/her Social Security number, (b) a
9 written statement of all grounds for the objection accompanied by any legal support for such objection, and
10 (c) copies of any papers, briefs, or other documents upon which the objection is based. At no time shall any
11 of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class
12 Members from submitting a Notice of Objection or filing an appeal from the Final Order and Judgment.

13 21. "PAGA Settlement" means the settlement of Plaintiff's claims under the California
14 Private Attorneys' General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA").

15 22. "Participating Class Members" means Plaintiff and all other Class Members who do not
16 submit a valid and timely Request for Exclusion.

17 23. "Parties" means Plaintiff and Defendant.

18 24. "Plaintiff" means Laura Rubi.

19 25. "Preliminary Approval Order" means the order to be issued by the Court approving and
20 authorizing the mailing of the Settlement Notice by the Settlement Administrator, setting the date of the
21 Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation
22 of Settlement, among other things. A proposed Preliminary Approval Order shall be mutually agreed
23 upon by the Parties and submitted to the Court concurrently with Plaintiffs' Motion for Preliminary
24 Approval of the Settlement.

25 26. "Released Claims" includes all claims under state, federal or local law, whether statutory,
26 common law or administrative law, arising out of or related to allegations set forth in the operative
27 Complaint, including but not limited to claims for failure to pay minimum wages, failure to pay
28 overtime wages, failure to provide meal breaks, failure to provide rest periods, failure to pay timely

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1 wages upon termination, failure to provide and maintain accurate itemized wage statements and
 2 maintain records, failure to pay timely wages during employment, and alleged violations of the
 3 California Business and Professions Code section 17200, *et seq.*, including, but not limited to, injunctive
 4 relief, liquidated damages, penalties of any nature, interest, fees, including fees under California Code of
 5 Civil Procedure section 1021.5; costs; and all other claims and allegations made or which could have
 6 been made in the Action based on the facts and allegations pled in the operative Complaint, which
 7 includes alleged violations of and claims for penalties under the PAGA, during the Class Period.
 8 Further, those Participating Class Members who cash, deposit, or otherwise negotiate their Individual
 9 Settlement Award checks will be deemed to have opted in for purposes of the Fair Labor Standards Act
 10 ("FLSA") and to have, thereby, released all of the Released Parties of all minimum wage and overtime
 11 claims which arose from July 30, 2014 through the date of the order granting Preliminary Approval of
 12 the Settlement for individuals employed as exempt employees in California by Bergen Shippers Corp.
 13 Individual Settlement Award checks will contain the following printed notice advising Participating
 14 Class Members that they are opting in to the FLSA collective action by cashing, depositing or otherwise
 15 negotiating their Individual Settlement Award checks: "BY CASHING THIS CHECK YOU ARE
 16 AGREEING TO THE TERMS OF THE SETTLEMENT REACHED IN RUBI V. BERGEN
 17 SHIPPERS CORP ET AL, CASE NO. BC715077, AND AGREE TO OPT-IN TO THE SETTLEMENT
 18 AND TO RELEASE CLAIMS UNDER THE FAIR LABOR STANDARDS ACT PURSUANT TO
 19 THE SETTLEMENT."

20 27. "Released Parties" means Defendant and all its present and former parent companies,
 21 subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees,
 22 agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for
 23 any of the Released Claims, and Defense counsel of record in the Action.

24 28. "Request for Exclusion" means a written statement submitted by a Class Member indicating
 25 a request to be excluded from the Settlement. The Request for Exclusion must be in writing and must: (a) be
 26 signed by the Class Member; (b) contain the name, address, telephone number, and the last four digits of the
 27 Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member
 28 does not wish to be included in the Settlement; (d) be returned by fax or mail to the Settlement

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1 Administrator at the specific address and/or facsimile number; and be postmarked or faxed on or before the
2 Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive
3 means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does
4 not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound
5 by all terms of the Settlement, if the Settlement is granted final approval by the Court.

6 29. "Response Deadline" means the deadline by which Class Members must postmark or fax to
7 the Settlement Administrator a valid Request for Exclusion or objection. The Response Deadline will be
8 sixty (60) calendar days from the initial mailing of the Settlement Notices by the Settlement Administrator
9 unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
10 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
11 extended by express agreement between Class Counsel and Defense Counsel. Under no circumstances,
12 however, will the Administrator have the authority to extend the deadline for Class Members to submit a
13 Request for Exclusion or objection to the Settlement.

14 30. "Settlement" means the final and complete disposition of the Action pursuant to this
15 Stipulation of Settlement.

16 31. "Settlement Administrator" or "Administrator" means Phoenix Settlement
17 Administrators, or another third-party class action settlement administrator agreed to by the Parties and
18 approved by the Court for purposes of administering this Settlement. The Parties each represent that
19 they will not have any financial interest in the Settlement Administrator or otherwise have a relationship
20 with the Settlement Administrator that could create a conflict of interest.

21 32. "Settlement Administration Costs" means the reasonable costs and fees of administering the
22 Settlement to be paid from the Gross Settlement Amount, including, but not limited to: (i) printing, mailing
23 and re-mailing (if necessary) of Settlement Notices to Class Members; (ii) preparing and submitting to
24 Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing
25 the amount of and distributing Individual Settlement Awards, the Class Representative Service Awards, the
26 Class Counsel Award, and the payment of any alleged penalties pursuant to the terms of the PAGA
27 Settlement; (iv) processing and validating Requests for Exclusion; (v) establishing a Qualified Settlement
28 Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to the appropriate

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1 government agencies all employer and employee payroll tax obligations arising from the Settlement and
2 preparing and submitting filings required by law in connection with the payments required by the
3 Settlement; (vii) transmitting uncashed Individual Settlement Awards to the California State Controller's
4 Unclaimed Property Fund; and (viii) preparing and providing the notice regarding the Settlement required
5 under the Class Action Fairness Act.

6 33. "Settlement Notice" means the Notice of Class Action Settlement, substantially in the
7 form attached as Exhibit A, which shall be subject to Court approval and which the Settlement
8 Administrator shall mail to each Class Member explaining the terms of this Settlement.

9 34. "Workweeks" means the number of weeks worked by each Class Member for Defendant
10 as an exempt employee during the Class Period, based on Defendant's records. In the absence of fraud
11 or gross negligence, Defendants' records shall be presumed accurate. All Class Members will be
12 entitled to payment for at least one Workweek.

13 35. "Workweek Dispute" means a written statement that a Class Member disputes the number
14 of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute must be faxed or mailed
15 to the Settlement Administrator by the Response Deadline. The date of the fax or postmark on the mailing
16 envelope will be the exclusive means to determine whether a Workweek Dispute has been timely
17 submitted. A valid Workweek Dispute must be in writing and contain: (i) the Class Member's full name,
18 signature, address, telephone number, and the last four digits of his/her Social Security number; (ii) the
19 number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her
20 contention. The Workweeks identified for each Class Member in the Class List will be presumed to be
21 correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible
22 evidence. All Workweek Disputes will be resolved and decided by the Settlement Administrator and the
23 Settlement Administrator's decision on all Workweek Disputes will be final and non-appealable.

24 36. "Workweek Value" means the value of each compensable Workweek, as determined by
25 the formula set forth herein.
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1 confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel
2 have determined that the Settlement set forth in this Stipulation of Settlement is fair, adequate, and
3 reasonable and is in the best interests of all Class Members.

4 39. Defendant's Reasons for Settlement. Defendants have concluded that further defense of the
5 Action would be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources
6 have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the
7 claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching
8 their decision to enter into this Settlement. Even though Defendant contends it is not liable for any of the
9 claims alleged by Plaintiff in the Action and deny any liability whatsoever, Defendant nonetheless, has
10 agreed to settle in the manner and upon the terms set forth in this Stipulation of Settlement and to fully and
11 finally put to rest the claims alleged in this Action. Defendant has asserted and continue to assert that the
12 claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties
13 or other payments. This Stipulation of Settlement is a compromise of disputed claims. Nothing contained
14 in this Stipulation of Settlement, no documents referred to herein, and no action taken to carry out this
15 Stipulation of Settlement, shall be construed or used as an admission by or against Defendant as to the
16 merits or lack thereof of the claims asserted in the Action. Defendant contends that it has complied with all
17 applicable state, federal and local laws. In the event this Settlement does not obtain final approval,
18 Defendant retains all rights they have to defend themselves in this matter and to take any actions in defense
19 of itself that are available to it.

20 **CLASS CERTIFICATION**

21 40. Solely for purposes of settling the Action, and not for purposes of class certification should
22 the Settlement not be approved or for any other reason, the Parties stipulate and agree that the requisites
23 for establishing class certification with respect to the Settlement Class have been met and are met. More
24 specifically, for purposes of settlement only, the Parties stipulate and agree that:

- 25 a. The Settlement Class is ascertainable and so numerous as to make it impracticable
26 to join all Class Members;
- 27 b. There are common questions of law and fact including, but not limited to:
- 28 i. Whether Defendant misclassified its exempt workers;

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- 1 ii. Whether Defendant paid members of the Settlement Class the statutory
- 2 minimum wage for all hours worked;
- 3 iii. Whether Defendant compensated members of the Settlement Class for all
- 4 overtime hours worked;
- 5 iv. Whether Defendant provided meal periods to members of the Settlement
- 6 Class and/or paid penalties to members of the Settlement Class for missed meal periods;
- 7 v. Whether Defendant provided rest periods to members of the Settlement
- 8 Class and/or paid penalties to members of the Settlement Class for missed rest periods;
- 9 vi. Whether Defendant paid members of the Settlement Class timely wages
- 10 upon termination;
- 11 vii. Whether Defendants furnished members of the Settlement Class with
- 12 accurate itemized wage statements and kept proper records for the Settlement Class;
- 13 viii. Whether Defendant timely paid members of the Settlement Class wages
- 14 during employment.
- 15 c. The Class Representative's claims are typical of the claims of the Settlement Class;
- 16 d. The Class Representative and Class Counsel will fairly and adequately protect
- 17 the interests of the Settlement Class;
- 18 e. The prosecution of separate actions by individual members of the Settlement
- 19 Class would create the risk of inconsistent or varying adjudications, which would establish
- 20 incompatible standards of conduct; and
- 21 f. Questions of law and fact common to the members of the Settlement Class
- 22 predominate over any questions affecting any individual Class Member, and a class action is superior
- 23 to other available means for the fair and efficient adjudication of the controversy.

24 41. Should this Settlement not be approved or be terminated, all stipulations set forth in
 25 the immediately preceding Paragraph 40 shall be null and void and shall not be admissible for any
 26 purpose whatsoever.

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1 TERMS OF SETTLEMENT

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

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

6 43. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of
7 the payments specified herein, and Class Members are not relying on any statement or representation by the
8 Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members and Class Counsel
9 understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the
10 payments specified herein, and shall hold the Parties, Class Counsel and Defense Counsel free and harmless
11 from and against any claims resulting from treatment of such payments as non-taxable, including the
12 treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

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

27 45. Preliminary Approval of Settlement. Class Counsel will reserve a date for a hearing on
28 Plaintiffs' Motion for Preliminary Approval to take place at a time mutually agreed to by the Parties so

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1 that the Parties may request provisional certification of the Settlement Class for settlement purposes only
 2 and the setting of a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to
 3 have this Settlement presented to the Court for preliminary approval. The proposed Order granting
 4 Plaintiffs' Motion for Preliminary Approval shall be mutually agreed to by the Parties prior to Plaintiffs
 5 submitting the proposed Order to the Court. Plaintiffs will also provide Defendants with the opportunity
 6 to review and comment upon drafts of all other pleadings to be filed in connection with their Motion for
 7 Preliminary Approval (e.g., notice of motion, memorandum of points and authorities, and declarations)
 8 within five (5) business days of filing the Motion for Preliminary Approval of the Settlement with the
 9 Court. The Preliminary Approval Order shall provide for, among other things, the Settlement Notice to be
 10 sent to Class Members as specified herein.

11 46. Release by All Participating Class Members. Upon the date on which Defendants fully
 12 fund the Maximum Settlement Amount, Plaintiffs and each Class Member who has not submitted a valid
 13 Request for Exclusion (i.e., Participating Class Members) shall be deemed to have fully, finally and
 14 forever released, settled, compromised, relinquished, and discharged, with respect to all of the Released
 15 Parties, all of their Released Claims.

16 47. No Additional Release and Waiver of Claims by Plaintiff. Plaintiff, in her individual
 17 capacity, does not release the Released Parties from any and all claims, known and unknown, under federal,
 18 state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the
 19 date of execution of this Agreement.

20 48. Settlement Administration.

21 a. Within twenty-one (21) calendar days of entry of the Preliminary Approval Order,
 22 Defendants shall provide the Settlement Administrator with the Class List for purposes of mailing the
 23 Settlement Notices to Class Members. The Settlement Administrator shall not be permitted to share any
 24 Class Information included in the Class List with Plaintiffs or Class Counsel absent express approval by
 25 Defendants or Defense Counsel.

26 i. Notice by First Class U.S. Mail. Upon receipt of the Class List, the
 27 Settlement Administrator shall perform a search based on the National Change of Address Database
 28 maintained by the United States Postal Service to update and correct any known or identifiable address

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1 changes. Within twenty-one (21) calendar days after receiving the Class List from Defendants as
2 provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Cla
3 Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best
4 judgment to determine the current mailing address for each Class Member. The address identified by the
5 Settlement Administrator as the current mailing address shall be presumed to be the most current
6 mailing address for each Class Member. The Parties agree that this procedure for notice provides the
7 best notice practicable to Class Members and fully complies with due process.

8 ii. Undeliverable Settlement Notices. Any Settlement Notice returned to the
9 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
10 forwarding address affixed thereto within five (5) calendar days of receipt of the returned Settlement Notice
11 by the Settlement Administrator. If no forwarding address is provided, the Settlement Administrator shall
12 attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using
13 the name, address and/or Social Security number of the Class Member involved, and shall then perform a
14 re-mailing to the Class Member whose Settlement Notice was returned as non-deliverable within five (5)
15 calendar days of receipt of the returned Settlement Notice by the Settlement Administrator, assuming
16 another mailing address is identified by the Settlement Administrator. Class Members who are sent a re-
17 mailed Settlement Notice shall have their Response Deadline extended by ten (10) calendar days from the
18 date the Settlement Administrator re-mails the Settlement Notice. If these procedures are followed, notice
19 to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
20 Settlement Notice does not receive the Settlement Notice, the intended recipient shall nevertheless remain a
21 Class Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

22 iii. Determination of Individual Settlement Awards. The Settlement
23 Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award
24 under the terms of this Stipulation of Settlement. The Settlement Administrator's determination of the
25 eligibility for and amount of each Individual Settlement Award shall be binding upon the Class Members
26 and the Parties. In the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

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1 iv. Disputes Regarding Administration of Settlement. Any dispute not
2 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
3 resolved by the Court.

4 b. Monitoring and Reviewing Settlement Administration. The Parties have the right
5 to monitor and review the administration of the Settlement to verify that the monies allocated under the
6 Settlement are distributed in the correct amount, as provided for in this Stipulation of Settlement.

7 c. Certification Reports Regarding Individual Settlement Award Calculations. The
8 Settlement Administrator will provide Defense counsel and Class Counsel with weekly reports which
9 certify: (a) the number of Class Members who have submitted valid Requests for Exclusion or objections;
10 and (b) whether any Class Member has submitted a challenge to any information contained in their
11 Settlement Notice, including but not limited to the number of Class Members who have submitted a
12 Workday Dispute. Additionally, the Settlement Administrator will provide to counsel for both Parties any
13 updated reports regarding the administration of the Settlement Agreement as needed or requested. The
14 Settlement Administrator shall not identify the name, address, or Social Security Number of any Class
15 Member to Class Counsel absent express approval by Defendants or Defense Counsel.

16 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
17 this Settlement.

18 49. Funding and Allocation of Maximum Settlement Amount. The Maximum Settlement
19 Amount shall be paid by Defendants in one lump sum payment within fourteen (14) days after the
20 Effective Date. Defendants shall provide the Maximum Settlement Amount to the Settlement
21 Administrator in any feasible manner, including, but not limited to, by way of a wire transfer. If this
22 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to
23 become effective for any reason, or if the Effective Date does not occur, then no portion of the
24 Maximum Settlement Amount shall be paid.

25 a. Individual Settlement Awards. Class Members shall not be required to submit a
26 claim in order to receive a share of the Net Settlement Amount, and no portion of the Maximum
27 Settlement Amount shall revert to Defendants or result in an unpaid residue. Individual Settlement
28 Awards shall be paid by the Settlement Administrator from the Net Settlement Amount pursuant to the

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1 formula set forth herein after receipt of the Maximum Settlement Amount from Defendants, in accordance
2 with the terms set forth herein. Individual Settlement Award payments shall be mailed by the Settlement
3 Administrator by regular First Class U.S. Mail to each Participating Class Member's last known mailing
4 address within thirty (30) calendar days after Defendants provide the Settlement Administrator with the
5 Maximum Settlement Amount. Prior to mailing the Individual Settlement Awards, the Settlement
6 Administrator shall perform a search based on the National Change of Address Database maintained by
7 the United States Postal Service to update and correct any known or identifiable address changes.

8 i. Each Participating Class Member's Individual Settlement Award shall be
9 calculated solely by the Settlement Administrator as follows:

10 (1) The Settlement Administrator will calculate the Workweek Value
11 by dividing the Net Settlement Amount by the total number of Workweeks for the entire Settlement
12 Class during the Class Period;

13 (2) To determine each Class Member's estimated Individual Settlement
14 Award, the Settlement Administrator will multiply the Workweek Value by the number of Workweeks
15 worked by each Class Member. All Class Members will be entitled to payment for at least one Workweek.

16 (3) Should any of the following occur, the Settlement Administrator
17 will proportionately increase the estimated Individual Settlement Award of each Participating Class
18 Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members:

19 (i) any Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion following
20 the provision of Settlement Notices and expiration of the Response Deadline; (ii) the Court approves
21 Class Representative Service Awards in amounts less than those requested by Plaintiffs, as detailed
22 herein; (ii) the Court approves a Class Counsel Award in an amount less than that requested by
23 Plaintiffs, as detailed herein; and/or (iii) the Court approves Settlement Administration Costs in an
24 amount less than that requested by Plaintiffs, as detailed herein.

25 ii. Individual Settlement Award payments shall be made by check and shall
26 be made payable to each Participating Class Member as set forth in this Stipulation of Settlement.

27 iii. Individual Settlement Awards shall be allocated as follows: fifteen percent
28 (15%) as alleged unpaid wages subject to all applicable tax withholdings; forty percent (40%) as alleged

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1 unpaid interest not subject to payroll tax withholdings; and forty-five percent (45%) as alleged non-wage
2 penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form
3 W-2 to each Participating Class Member for the portion of each Individual Settlement Award payment
4 allocated as alleged unpaid wages and subject to all applicable tax withholdings. The Settlement
5 Administrator shall issue an IRS Form 1099 to each Participating Class Member for the portion of each
6 Individual Settlement Award payment allocated as alleged unpaid non-wage penalties and interest and
7 not subject to payroll tax withholdings. Participating Class Members shall be solely and legally
8 responsible to pay any and all applicable taxes on the portion of their Individual Settlement Awards that
9 are allocated as alleged unpaid interest and non-wage penalties not subject to payroll tax withholdings,
10 and shall hold harmless Defendants, Class Counsel and Defense Counsel from any claim or liability for
11 taxes, penalties, or interest arising as a result of payment of the portion of their Individual Settlement
12 Awards that is allocated as alleged unpaid interest and non-wage penalties not subject to payroll tax
13 withholdings.

14 iv. The Settlement Administrator shall calculate the amount of the
15 Employer's Share of Payroll Taxes and shall remit and report the applicable portions of the payroll tax
16 payment to the appropriate taxing authorities in a timely manner. Defendants will be responsible for
17 paying its share of the Payroll Taxes separate and apart from the Maximum Settlement Amount.

18 v. Any Individual Settlement Award check issued by the Settlement
19 Administrator to Participating Class Members will be valid and negotiable for at least one hundred
20 eighty (180) calendar days from the date they are issued. After the expiration of the 180-day period,
21 the Settlement Administrator will prepare the Final Report regarding the distribution of the Maximum
22 Settlement Amount, including the total amount that was cashed/deposited by Participating Class
23 Members and the total amount of any unpaid residue or unclaimed or abandoned funds pursuant to
24 California Code of Civil Procedure section 384. After the Final Report is filed, any uncashed
25 Individual Settlement Award checks will be reissued, maintained in the name of the Participating
26 Settlement Member, and deposited in the California State Controller's Unclaimed Property Fund, in
27 said Participating Settlement Member's name.

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1 vi. In the event a Participating Class Member fails to cash/deposit his or her
2 Individual Settlement Award check, the Participating Class Member shall nevertheless remain bound by
3 the Settlement, including, but not limited to the release of claims described in Paragraph 46 above.

4 vii. All Individual Settlement Award payments received by Participating Class
5 Members under the Settlement which are attributable to wages shall constitute income to such
6 Participating Class Members solely in the year in which such monies are actually received by the
7 Participating Class Members. It is expressly understood and agreed that the receipt of Individual
8 Settlement Awards shall not entitle any Participating Class Member to additional compensation or benefits
9 under any collective bargaining agreement or under any bonus, contest or other compensation or benefit
10 plan or agreement in place during the period covered by the Settlement, nor shall it entitle any
11 Participating Class Member to any increased pension and/or retirement, or other deferred compensation
12 benefits. It is the intent of the Parties that Individual Settlement Awards provided for in this Stipulation of
13 Settlement are the sole payments to be made by Defendants to Participating Class Members in connection
14 with this Settlement, with the exception of the Class Representative Service Awards to Plaintiffs and the
15 sums to be paid by Defendants in connection with the PAGA Settlement, and that the Participating Class
16 Members are not entitled to any new or additional compensation or benefits as a result of having received
17 the Individual Settlement Awards. Furthermore, the receipt of Individual Settlement Awards by
18 Participating Class Members shall not, and does not, by itself establish any general, special, or joint
19 employment relationship between and among the Participating Class Member(s) and Defendants.

20 b. Class Representative Service Award. For the purposes of this Settlement only,
21 the Parties agree to the designation of Plaintiff Laura Rubi as Class Representatives. In recognition of
22 his time and effort in bringing and presenting the Action, Plaintiff shall request a Class Representative
23 Service Award not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). Plaintiff's request for
24 such Class Representative Service Award shall be subject to approval from the Court. Defendant agrees
25 not to oppose or object to Plaintiff's request. The court-approved Class Representative Service Award
26 shall be paid to Plaintiffs from the Maximum Settlement Amount and shall be mailed by the Settlement
27 Administrator to Plaintiffs no later than thirty (30) calendar days after Defendants provide the
28 Settlement Administrator with the Maximum Settlement Amount. The Class Representative Service

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1 Awards will be in addition to any Individual Settlement Awards paid to Plaintiffs pursuant to the
 2 Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their Class
 3 Representative Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all
 4 applicable taxes on their Class Representative Service Awards and shall hold harmless Defendants,
 5 Class Counsel and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as
 6 a result of payment of the Class Representative Service Awards. Any amount requested by Plaintiffs for
 7 the Class Representative Service Awards that is not awarded by the Court shall become part of the Net
 8 Settlement Amount and shall be distributed to Participating Class Members as part of the Individual
 9 Settlement Awards.

10 c. Class Counsel Award. Class Counsel shall be entitled to request attorneys' fees in an
 11 amount not to exceed one-third (33 and 1/3%) of the Maximum Settlement Amount, which amounts to One
 12 Hundred Twenty Fourth Thousand Nine Hundred and Ninety-Eight Dollars and Seventy Five Cents
 13 (\$124,998.75). In addition, Class Counsel shall also be entitled to request an award of costs associated with
 14 Class Counsel's prosecution of the Action not to exceed Fourteen Thousand Dollars (\$14,000.00). Class
 15 Counsel's request for such attorneys' fees and costs shall be subject to approval from the Court. Defendants
 16 agree not to oppose or object to Class Counsel's request for attorneys' fees in an amount not to exceed One
 17 Hundred Twenty Fourth Thousand Nine Hundred and Ninety-Eight Dollars and Seventy Five Cents
 18 (\$124,998.75) or to Counsel's request for attorneys' costs in an amount not to exceed Fourteen Thousand
 19 Dollars (\$14,000.00). In the event the Court awards Class Counsel less than One Hundred Twenty Fourth
 20 Thousand Nine Hundred and Ninety-Eight Dollars and Seventy Five Cents (\$124,998.75) in attorneys' fees
 21 and/or less than Fourteen Thousand Dollars (\$14,000.00) in costs, the difference shall become part of the
 22 Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual
 23 Settlement Awards. The court-approved Class Counsel Award shall be paid to Class Counsel from the
 24 Maximum Settlement Amount and shall be mailed by the Settlement Administrator to Plaintiffs no later
 25 than thirty (30) calendar days after Defendants provide the Settlement Administrator with the Maximum
 26 Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
 27 Class Counsel Award. Class Counsel shall provide the Settlement Administrator with properly completed
 28 and signed copies of IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel

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1 Award approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class
2 Counsel for the Class Counsel Award. Plaintiff's counsel's attorneys' fees shall be split 40% to Mesriani
3 Law Group and 60% to Cantor Law.

4 d. PAGA Settlement. Subject to Court approval, the Parties agree that Five-
5 Thousand Dollars (\$5,000.00) from the Maximum Settlement Amount will be designated for satisfaction
6 of Plaintiffs' PAGA claims. Pursuant to the PAGA, seventy five percent (75%) or Three-Thousand
7 Five-Hundred Fifty Dollars (\$3,750.00) of this sum will be paid to the California Labor Workforce
8 Development Agency and twenty five percent (25%), or Two-Thousand Five-Hundred Dollars
9 (\$2,500.00) will be distributed to Class Members who worked for Defendants between August 21, 2017
10 and the date the Court grants Preliminary Approval of the Settlement.

11 e. Settlement Administration Costs. The Settlement Administration fees and
12 expenses, which are estimated not to exceed Ten-Thousand Dollars (\$10,000.00), shall be paid from the
13 Maximum Settlement Amount. Prior to Plaintiffs filing a Motion for Final Approval of the Settlement, the
14 Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration
15 Costs to date. The Parties agree to cooperate in the Settlement Administration process and to make all
16 reasonable efforts to control and minimize Settlement Administration Costs.

17 i. The Parties each represent they do not have any financial interest in the
18 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could
19 create a conflict of interest.

20 ii. The Settlement Administrator shall keep the Parties timely apprised of the
21 performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement
22 Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF") pursuant to IRS
23 rules and regulations in which the Maximum Settlement Amount shall be placed and from which
24 payments required by the Settlement shall be made.

25 50. Payroll Taxes. In accordance with this Settlement and to the fullest extent possible, the
26 Maximum Settlement Amount shall resolve, satisfy and completely extinguish all of Defendants' liability
27 with respect to the Class Members, except that Defendants shall solely be responsible for the employer
28 portion of the payroll taxes on the portion of the Individual Settlement Awards that constitutes wages. Upon

1 the transfer of the Maximum Settlement Amount and the employer portion of payroll taxes on the portion of
2 the Individual Settlement Awards that constitutes wages, Defendants shall have no further payment or
3 defense obligation whatsoever with respect to any claims covered by this Settlement made or asserted by
4 any person or entity anywhere in the world in connection with the Class Members.

5 51. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Following
6 expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court for the
7 Court to determine whether to grant final approval of the Settlement, including determining the amounts
8 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Awards; (iv)
9 settlement administration costs; and (iv) the PAGA Settlement. Prior to the Final Approval Hearing, the
10 Settlement Administrator shall provide a written report or declaration to the Parties describing the process
11 and results of the administration of the Settlement to date, which report or declaration shall be filed by
12 Plaintiffs with the Court prior to the Final Approval Hearing. The Parties agree to work diligently and
13 cooperatively to have this Settlement presented to the Court for final approval. The proposed Order
14 granting Plaintiffs' Motion for Final Approval shall be mutually agreed to by the Parties prior to Plaintiffs
15 submitting the proposed Order to the Court. Plaintiffs will also provide Defendants with the opportunity
16 to review and comment upon drafts of all other pleadings to be filed in connection with their Motion for
17 Final Approval (e.g., notice of motion, memorandum of points and authorities, and declarations) within
18 three (3) business days of filing the Motion for Final Approval of the Settlement with the Court.

19 52. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
20 Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval and
21 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of
22 this Settlement Agreement, the Parties shall apply to the Court for the entry of an order scheduling a
23 fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees
24 and costs, and the Class Representative's service payment, should be finally approved as fair, reasonable
25 and adequate as to the members of the Settlement Class. As part of Plaintiff's Motion for Preliminary
26 Approval, Plaintiffs shall also apply to the Court for the entry of an Order as follows:

- 27 a. Certifying the Settlement Class for settlement purposes only;
- 28 b. Approving, as to form and content, the proposed Settlement Notice;

- 1 c. Approving the manner and method for Class Members to object or request
- 2 exclusion from the Settlement, as contained herein and within the Settlement Notice;
- 3 d. Directing the mailing of the Settlement Notices to Class Members, by first class mail;
- 4 e. Preliminarily approving the Settlement subject only to the objections of Class
- 5 Members and final review by the Court; and
- 6 f. Enjoining Plaintiffs and all Class Members from filing or prosecuting any claims,
- 7 suits or administrative proceedings (including filing claims with the California Division of Labor Standards
- 8 Enforcement and the LWDA) regarding the Released Claims unless and until such Class Members have
- 9 filed valid Requests for Exclusion with the Settlement Administrator.

10 53. Duties of the Parties Following Final Approval.

11 a. Proposed Final Order. Following final approval by the Court of the Settlement

12 provided for in this Settlement Agreement, Class Counsel will submit a proposed Final Order of

13 Approval and Judgment:

- 14 i. Approving the Settlement, adjudging the terms thereof to be fair,
- 15 reasonable and adequate, and directing consummation of its terms and provisions;
- 16 ii. Approving Class Counsel's application for an award of attorneys' fees
- 17 and costs;
- 18 iii. Approving the Class Representative Service Awards to Plaintiffs;
- 19 iv. Approving the Settlement Administrator's fees;
- 20 v. Approving the PAGA Settlement;
- 21 vi. Setting a date when the Parties shall submit the Final Report regarding the
- 22 distribution of the Maximum Settlement Amount pursuant to California Code of Civil Procedure section
- 23 384, and, if necessary a date for a final accounting hearing following its receipt of the Final Report;
- 24 vii. Entering judgment in this Action barring and enjoining all members of the
- 25 Settlement Class from prosecuting against any of the Released Parties, any individual or class, collective
- 26 or representative claims released herein pursuant to the Settlement Agreement, upon satisfaction of all
- 27 payments and obligations hereunder.
- 28

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1 54. Request for Exclusion. Should any Class Member exclude him or herself from
2 participation in the class settlement, that Excluded Class Member's calculated proportionate share of the
3 Net Settlement shall be held in escrow by the Class Settlement Administrator for eighteen months from the
4 date of the Class Settlement Disbursement to be utilized in satisfaction of the Excluded Class Member's
5 individual claims proposed to be released by the Class Settlement. Within that timeframe, upon the
6 furnishing of an executed settlement agreement between Defendants and the Excluded Class Member, the
7 Class Settlement Administrator shall release the funds held in escrow. Should no such settlement
8 agreement for the Excluded Class Member be furnished within the time described above, the funds shall
9 be released to the following *cy pres* charity mutually selected by the Parties: Jewish Free Loan Association.

10 55. Revocation of Settlement by Defendants. If five percent (5%) or more of the total Class
11 Members timely exclude themselves from the Settlement and/or if the combined Workweeks worked by
12 Class Members who timely exclude themselves amounts to five percent (5%) or more of the total
13 Workweeks worked by all Class Members, either Defendant may, at its election and in its sole discretion,
14 rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants
15 must exercise this right of rescission in writing, by certified or electronic mail to Class Counsel, within
16 thirty (30) calendar days of the Response Deadline. In event the Settlement is terminated under this
17 provision, the Defendant(s) responsible for terminating the Settlement shall be solely responsible for
18 paying any Settlement Administration Costs already incurred by the Settlement Administrator.

19 56. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
20 Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not
21 enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason,
22 this Stipulation of Settlement shall be rendered null and void, any order or judgment entered by the
23 Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation of
24 Settlement and any documents related to it shall not be used by any Class Member or Class Counsel to
25 support any claim or request for class certification in the Action, and shall not be used in any other civil,
26 criminal or administrative action against Defendants or any of the other Released Parties. Should the
27 Settlement not become final for any reason, the Parties will request that the Court reopen proceedings
28 within thirty (30) calendar days, the Parties and any monies required to be paid under this Settlement

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1 shall be returned to their respective statuses as of the date and time immediately prior to the execution of
2 this Stipulation of Settlement, and the Parties shall proceed in all respects as if this Stipulation of
3 Settlement had not been executed, except that any Settlement Administration Costs already incurred by
4 the Settlement Administrator shall be split evenly amongst the Parties (unless either Defendant elects to
5 revoke the Settlement, as specified in Paragraph 55 above, in which case any Settlement Administration
6 Costs already incurred by the Settlement Administrator shall be paid by the revoking Defendant(s)). In
7 the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is
8 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other
9 appellate review and the stay shall only be lifted if the end result of the appeal or other proceeding is that
10 the terms of this settlement agreement are upheld.

11 57. Plaintiffs' Waiver of Right to Be Excluded. Both Plaintiffs agree that, by signing this
12 Settlement Agreement, they will be bound by the terms herein. Plaintiffs further agree that, upon signing
13 this Settlement Agreement, they will not request to be excluded from this Settlement and that any such
14 request for exclusion by either Plaintiff will be void and of no force or effect.

15 58. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
16 certification for purposes of this Settlement only; and either party may appeal any court order that
17 materially alters the Settlement Agreement's terms.

18 59. No Admission by Defendants. Defendants deny all claims alleged in this Action and deny
19 all wrongdoing whatsoever by Defendants. Neither this Stipulation of Settlement, nor any of its terms and
20 conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be
21 used against Defendants as an admission or indication with respect to any claim of any fault, concession, or
22 omission by Defendants or that class certification is proper under the standard applied to contested
23 certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement
24 purposes only. The Parties further agree that this Stipulation of Settlement will not be admissible in this or
25 any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are liable
26 to Plaintiffs or any Class Member, other than according to the terms of this Stipulation of Settlement.

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1 60. Publicity.

2 a. Prior to the Filing of Plaintiffs' Motion for Preliminary Approval. Class
3 Representative and Class Counsel will not make any public disclosures of any kind regarding the
4 Settlement, this Stipulation of Settlement executed by Class Counsel and Defense Counsel on December
5 31, 2019, including but not limited to postings on Class Counsel's websites and postings on any social
6 media sites/outlets, until after the Motion for Preliminary Approval is filed. Class Counsel will take all
7 steps necessary to ensure the Class Representatives are aware of, and will encourage them to adhere to, the
8 restriction against any public disclosures regarding the Settlement, this Stipulation of Settlement, and the
9 confidential Memorandum of Understanding executed by Class Counsel and Defense Counsel on
10 December 31, 2019 until after the Motion for Preliminary Approval is filed. Further, Class Counsel will
11 not include, reference or use the Settlement for any marketing or promotional purposes, or for attempting
12 to influence business relationships at Defendants' locations, either before or after the Motion for
13 Preliminary Approval is filed.

14 b. Following the Court's Order Granting Preliminary Approval. Class Representative
15 and Class Counsel will not initiate any communications with the media or third parties, and, if contacted
16 by the media or third parties, will only direct any media inquiries to the public records of the Action on file
17 with the Court. Class Counsel will take all steps necessary to ensure the Class Representatives are aware
18 of, and will encourage them to adhere to, the restriction against initiating any media comment. Class
19 Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional
20 purposes. Nothing herein will restrict Class Counsel from including publicly available information
21 regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and
22 experience. Further, as stated above, Class Counsel will not include, reference or use the Settlement for
23 any marketing or promotional purposes, or for attempting to influence business relationships at
24 Defendants' locations, either before or after the Motion for Preliminary Approval is filed.

25 61. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
26 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
27 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.
28

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1 62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
2 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to
3 the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the
4 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
5 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and
6 (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement

7 63. Exhibits and Headings. The terms of this Stipulation of Settlement include the terms set forth
8 in any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein. The
9 Exhibit(s) to this Stipulation of Settlement are an integral part of the Settlement. The descriptive headings of
10 any paragraphs or sections of this Stipulation of Settlement are inserted for convenience of reference only.

11 64. Amendment or Modification. This Stipulation of Settlement may be amended or
12 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

13 65. Entire Agreement. This Stipulation of Settlement and any attached Exhibit(s) constitute
14 the entire agreement between the Parties, and no oral or written representations, warranties, or
15 inducements have been made to Plaintiffs or Defendants concerning this Stipulation of Settlement or its
16 Exhibit(s) other than the representations, warranties, and covenants contained and memorialized in this
17 Stipulation of Settlement and its Exhibit(s). No other prior or contemporaneous written or oral
18 agreements may be deemed binding on the Parties.

19 66. Authorization to Enter into Settlement Agreement. Class Counsel and Defense Counsel
20 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this
21 Stipulation of Settlement and to take all appropriate actions required or permitted to be taken by such Parties
22 pursuant to this Stipulation of Settlement to effectuate its terms, and to execute any other documents required
23 to effectuate the terms of this Stipulation of Settlement. The Parties, Class Counsel and Defense Counsel
24 shall cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
25 the event the Parties are unable to reach agreement on the form or content of any document needed to
26 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the
27 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
28 person(s) signing this Stipulation of Settlement on behalf of Defendants represents and warrants that he/she

1 is authorized to sign this Stipulation of Settlement on behalf of Defendants. Plaintiffs represent and warrant
2 that they are authorized to sign this Stipulation of Settlement and that they have not assigned any claim, or
3 part of a claim, covered by this Settlement of Settlement to a third-party. The Parties have cooperated in the
4 drafting and preparation of this Stipulation of Settlement. Hence, in any construction made of this
5 Stipulation of Settlement, the same shall not be construed against any of the Parties.

6 67. Binding on Successors and Assigns. This Stipulation of Settlement shall be binding
7 upon, and inure to the benefit of, the successors and assigns of the Parties.

8 68. California Law Governs. All terms of this Stipulation of Settlement and the Exhibit(s) hereto
9 shall be governed by and interpreted according to the laws of the State of California, without giving effect to
10 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

11 69. Counterparts. This Stipulation of Settlement may be executed in one or more counterparts.
12 All executed counterparts and each of them shall be deemed to be one and the same instrument.

13 70. This Settlement is Fair, Adequate and Reasonable. Plaintiffs represent that this Settlement
14 is a fair, adequate, and reasonable settlement of the Action and that they have arrived at this Settlement
15 after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

16 71. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court
17 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
18 of this Stipulation of Settlement and all orders and judgments entered in connection therewith, and the
19 Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
20 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation of Settlement and
21 all orders and judgments entered in connection therewith.

22 72. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation of
23 Settlement invalid, the Parties request that the Court first attempt to construe the terms or provisions
24 valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of
25 this Stipulation of Settlement as valid and enforceable. In the event the Court declares any material
26 provision of this Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its
27 terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.
28

1 73. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class
2 Members are so numerous, it is impossible or impractical to have each Class Member execute the
3 Stipulation of Settlement. The Class Notice shall advise all Class Members of the binding nature of the
4 Settlement, and the release of Released Claims and shall have the same force and effect as if this
5 Stipulation of Settlement were executed by each Participating Class Member.

6
7 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
8 Stipulation of Class Action Settlement and Release between Plaintiffs, on the one hand, and Defendants,
9 on the other hand, as of the date(s) set forth below:

10
11 Dated: _____, 2020 Plaintiff LAURA RUBI

12
13 Dated: _____, 2020 Defendant BERGEN SHIPPERS CORP.

14
15 By: Ariel Calmanovici
16 Title: Chief Financial Officer

17 Approved as to form and content and as to Paragraph 60 (Publicity):

18
19 Dated: _____, 2020 CANTOR LAW

20
21 Zachary Cantor
22 Attorneys for Plaintiff LAURA RUBI

23
24 Dated: _____, 2020 JACKSON LEWIS P.C.

25
26 Leonora M. Schloss
27 Eric J. Gitig
28 Attorneys for Defendant BERGEN SHIPPERS CORP.

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FINAL 10/13/20 11:34 AM Deleted: Rodney Memani, Esq. [X]
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EXHIBIT 3

NOTICE OF CLASS ACTION SETTLEMENT

Laura Rubi v. Bergen Shippers Corp., et al.

Los Angeles County Superior Court Case No. BC715077

IF YOU WERE EMPLOYED AS AN EXEMPT EMPLOYEE AT BERGEN SHIPPERS-CORP., DBA BERGEN LOGISTICS IN THE STATE OF CALIFORNIA DURING THE SETTLEMENT PERIOD (DEFINED AS JULY 30, 2014 THROUGH (PRELIMINARY APPROVAL) YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

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A court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will receive no payment. This is the only option that allows you to file your own lawsuit against Bergen Shippers Corp. for the claims released in this Settlement.
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?..... Page 2
2. What Is the Class Action Settlement?..... Page 2
3. How Much Can I Expect to Receive?.....Page 2
4. What Is the Case About?..... Page 3
5. Why Did the Defendants Join in This Notice? Page 3
6. Who Are the Plaintiffs in This Class Action?..... Page 3
7. Who Are the Attorneys Representing the Parties? Page 4
8. What Are my Rights? How Will My Rights Be Affected?Page 4
9. How Will Plaintiff's Attorneys for the Case Be Paid?Page 6

1. *Why Should You Read This Notice?*

You have received this Notice because records indicate that you are a member of the settlement class settled in this action. The settlement class is comprised of employees misclassified as exempt employed by Bergen Shippers Corp. in the State of California during the Settlement Period (defined as July 30, 2014 through (PRELIMINARY APPROVAL) ("Class Members").

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on November 2, 2020 at 10:00 a.m. in the Los Angeles County Superior Court, State of California. The Court determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. The Court also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on (DATE AND TIME OF FINAL APPROVAL HEARING) in Department 9 of the Los Angeles County Superior Court located at 312 N Spring St, Los Angeles, CA 90012. The final judgment and notification of any changes to the date or location of the Final Approval Hearing will be available at: (LINK TO ADMINISTRATOR'S SITE). If you wish to appear at the Final Approval Hearing, the Court strongly encourages telephonic appearances via LACourtConnect.

2. *What is the Class Action Settlement?*

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. *How Much Can I Expect to Receive?*

Defendants will pay a total sum of Three Hundred Seventy-Five Thousand Dollars (\$375,000) ("Gross Settlement Amount"), which includes all settlement payments, attorney's fees, costs, costs of administering the Settlement, and the Class Representatives Payment.

Each Participating Class Member will receive an amount based on the number of hours worked and the dollar rate per hour for the bi-monthly pay periods between July 30, 2014 and January 10, 2020. It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

Tax Treatment of Class Member Individual Settlement Payments: Because the Individual Settlement Payments are for settlement of claims for alleged unpaid wages, including minimum wages, alleged unpaid meal and rest period premium wages, alleged interest and statutory and civil penalties, 15% of the Individual Settlement Amounts will be allocated to the unpaid wages claim, will be subject to tax withholdings and this portion of the payment will be reported on an IRS Form W-2; 40% will be allocated to the interest claim; and 45% will be allocated to the

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statutory and civil penalties claims, and the portions allocated to the interest and statutory and civil penalty claims will be paid without withholding any amount and will be reported on an IRS Form 1099.

4. What Is the Case About?

Plaintiff Laura Rubi filed this lawsuit on July 30, 2018 on behalf of herself and other aggrieved employees misclassified as exempt employed at Bergen Shippers Corp. in the State of California, Case No. BC715077. Her First Amended Complaint in this lawsuit requesting PAGA penalties, in addition to Class-wide damages for alleged violations of the following: (1) Misclassification of Exempt employee status; (2) failure to pay wages, including minimum wage and overtime; (3) failure to pay reporting time and other wages; (4) failure to timely pay compensation due and owing; (5) failure to provide accurate itemized wage statements; (6) violations of Labor Code § 204; (7) derivative failure to timely furnish accurate itemized wage statements; and (8) independent failure to timely furnish accurate itemized wage statements.

The Defendants deny the claims and allegations asserted in the lawsuit and believe they have no liability for any of Plaintiffs' or the Class Members' claims under any statute, wage order, common law, or equitable theory. On or about November 22, 2019, the Parties reached a Settlement subject to Court approval as represented in the First Amended Joint Stipulation of Class Settlement and Release of Claims (the "Settlement" or "Settlement Agreement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, the Defendants have decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit and settlement immediately resolves, finally and completely, the pending and potential claims. Defendants do not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

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5. Why Did the Defendants Join in This Notice?

The Defendants do not admit any claim alleged in the lawsuit and deny that they owe money for any of the claims in this matter. The Defendants are settling the lawsuit as a compromise. The Defendants reserve the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

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6. Who Is the Plaintiff in This Class Action?

Laura Rubi is the Plaintiff and Class Representative in this class action lawsuit. She is acting on behalf of herself and on behalf of other members of the class.

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7. *Who Are the Attorneys Representing the Parties?*

Class Counsel

Rodney Mesriani, Esq. (SBN 184875)
MESRIANI LAW GROUP
5723 Melrose Avenue, Suite 202
Los Angeles, CA 90038
Tel.: (310) 826-630
Email: Rodney@mesriani.com

Zachary Cantor, Esq. (SBN
270507)
CANTOR LAW
1112 Montana Avenue, Suite C
Santa Monica, CA 90403
Tel.: (310) 393-6620 / Fax: (310)
393-6680
Email:
Zachary@cantorlawyers.com

Defense Counsel

Leonora M. Schloss (SBN 145142)
Eric J. Gitig (SBN 307547)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
E-mail: leonora.schloss@jacksonlewis.com
E-mail: eric.gitig@jacksonlewis.com

8. *What are my Rights? How Will My Rights Be Affected?*

Class Counsel, appointed and approved by the Court for Settlement only, will represent you. Notice of Final Judgment will be posted on the claims administrator's website: ([LINK TO ADMINISTRATOR'S SITE](#)).

Participating in the Settlement

Under the Settlement, you will automatically receive a settlement payment, unless you opt out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of workweeks you worked for Defendants during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the shift information shown above is incorrect, you should contact the Settlement Administrator listed at the end of this Notice on or before (RESPONSE DEADLINE). You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

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NOTE: UNLESS YOU DISPUTE THE WORKWEEK INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE AMOUNTS SET FORTH ABOVE.

If you are a current employee of any of the Defendants, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement, submit a written objection to the Settlement Administrator at the address below. To be considered valid, your notice of objection must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your notice of objection must also include a written statement of all grounds for your objection accompanied by any legal support for such objection, and copies of any papers, briefs, or other documents upon which your objection is based. To be considered timely, your notice of objection must be postmarked no later than (RESPONSE DEADLINE).

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IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written request to Opt-Out to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be postmarked no later than (RESPONSE DEADLINE). Late Opt-Out's will not be considered.

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If you timely mail a complete and valid Opt-Out, you will no longer be a member of the Class and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement. You will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Bergen Shippers Corp.

Effect of the Settlement on Your Rights

If this Settlement is approved by the Court, a Judgment will be entered by the Court as to the Lawsuit per the terms of this Settlement, and this Settlement combined with the Judgment will release all of the "Released Claims" as set forth herein for a Class Members who do not timely and validly opt-out of this Settlement. Released Claims means any and all liabilities, demands, claims, causes of action, complaints, and obligations, whether known or unknown, suspected or unsuspected, in law, equity, or whatever kind or nature, against Defendants, and its former and current members, parents, subsidiaries, affiliates, divisions, fiduciaries, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, including Bergen Shippers Corp. that are or that could have been pled during the Covered Time Frame in the Complaint relating to (1) Misclassification of Exempt employee status; (2) failure to pay wages, including minimum wage and overtime; (3) failure to pay reporting time and other wages; (4) failure to timely pay compensation due and owing; (5) failure to provide accurate itemized wage statements; (6) violations of Labor Code §

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204; (7) derivative failure to timely furnish accurate itemized wage statements; and (8) independent failure to timely furnish accurate itemized wage statements, other related statutory and civil penalties, including PAGA penalties, attorneys' fees and costs, based only on the facts alleged in the Complaint during the Covered Time Frame. These released claims and damages are hereinafter referred to as the "Released Claims". The time period governing these Released Claims shall be the Settlement Period,

Check Cashing Deadline

Any checks issued by the Class Administrator to Participating Class Members shall be negotiable for one hundred and eighty (180) calendar days. Checks that are not cashed within 180 days will be divided *pro rata* among those Settlement Class Members who have negotiated their payment checks. The parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Proceeds will be paid out to Settlement Class Members.

9. How Will the Attorneys for the Class and Others Be Paid?

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Amount of \$375,000. The attorneys are seeking a fee of \$125,000 as well as reimbursement of their costs, up to \$14,000. The Class Representative Laura Rubi is seeking a Service Award of up to \$10,000 from the Settlement for her services as Class Representative. The Settlement Administrator estimates that the cost of administration will be approximately \$10,000. All of these amounts are to be deducted from the Gross Settlement Amount of \$375,000, with the remainder available for distributions to Class Members who do not Opt Out. While the \$375,000 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, the Class Representatives and the Settlement Administrator and deducted from the Gross Settlement Amount will be determined by the Court.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call the Settlement Administrator at the following telephone number, toll free: (ADMINISTRATOR'S PHONE NUMBER); or contact Class Counsel, Zachary Cantor (310.393.6620) or email him at Zachary@cantorlawyers.com.

Please refer to the Bergen Shippers Corp. Settlement Administrator c/o Phoenix Settlement Administrators - (ADMINISTRATOR'S CONTACT INFORMATION).

You can find a copy of the Settlement Agreement at the Los Angeles County Superior Court located at 312 N Spring St, Los Angeles, CA 90012.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT. By Order of the Los Angeles County Superior Court.

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Deleted: Rust Consulting, Inc - 6296 PO Box 54 Minneapolis, MN 55440-0054 Telephone: (77) 347-6449

EXHIBIT 4

Case: (No Case Associated)

Subject: Thank you for your Proposed Settlement Submission

Sent: 09/21/2020 03:48 PM

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

To: zachary@cantorlawyers.com

09/21/2020 03:48:27 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

1 ZACHARY CANTOR (SBN 270507)
2 CANTOR LAW
3 1112 Montana Avenue, Suite C
4 Santa Monica, CA 90403
5 T. 310.393.6620
6 F. 310.393.6680
7 W. CantorLawyers.com

8 RODNEY MESRIANI (SBN 184875)
9 MESRIANI LAW GROUP
10 5723 Melrose Ave, 2nd Floor
11 Los Angeles, CA 90038
12 T. 310.826.6300
13 F. 310.820.1258

14 Attorneys for Plaintiff LAURA RUBI
15 on behalf of herself and Aggrieved Employees

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**

18 LAURA RUBI, on behalf of herself and
19 others similarly situated;

20 Plaintiffs,

21 v.

22 BERGEN SHIPPERS CORP. DBA
23 BERGEN LOGISTICS, a New Jersey
24 Corporation; and DOES 1 through 100,
25 Inclusive,

26 Defendants.

27 **CASE NO.: BC715077**

28 **PROOF OF SERVICE**

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 19 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By , Deputy

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age
5 of 18 and not a party to the within action. My business address is 1112 Montana Avenue,
6 Ste. C, Santa Monica, CA, 90403.

7 On the date set forth below, I served the foregoing document(s) described as:
8 AMENDED DECLARATION OF ZACHARY M. CANTOR IN SUPPORT OF
9 PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT
10 on the person(s) listed below:

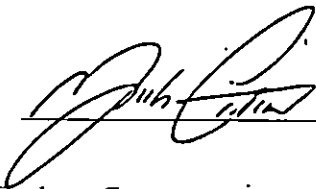
11 Eric Gitig
12 JACKSON LEWIS P.C.
13 725 South Figueroa Street, Suite 2500
14 Los Angeles, California 90017
15 Eric.Gitig@jacksonlewis.com

16 *Attorneys for Defendant*

17 **BY CASEANYWHERE:** I caused the above-mentioned documents to be uploaded and
18 served electronically via CaseAnywhere.

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

21 Dated: October 15, 2020

22 
23 _____
24 Zachary Cantor