

**EXHIBIT 1 TO DECLARATION OF
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12 Inc., an Indiana Corporation clba Leader
Emergency Vehicles and REV Group, Inc., a
13 Delaware corporation dba REV Group
Wisconsin, Inc.

14 UNITED STATES DISTRICT COURT
15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 MARVIN MORALES, an individual, and all
17 other similarly situated employees;
Plaintiff,

18 vs.

19 HALCORE GROUP, INC. dba LEADER
EMERGENCY VEHICLES, a foreign
20 corporation: REV GROUP, INC.; REV
GROUP WISCONSIN INC., a foreign
21 corporation; and DOES 1 through 50,
inclusive

) Case No. 2:17-CV-05876-TJH-SK

) **CLASS ACTION**

) **THIRD AMENDED JOINT
STIPULATION OF CLASS
SETTLEMENT AND RELEASE**

) Date of Filing:

) Trial Date: No Date Set

1 Subject to the approval of the Court, this Joint Stipulation of Class Settlement and Release
2 (“Settlement”) is made and entered into by and between plaintiff Marvin Morales (“Named
3 Plaintiff”), individually and as class representative of all Class Members (collectively, with Named
4 Plaintiff, the “Settling Class”), on the one hand, and defendant Halcore Group, Inc. and Rev
5 Group, Inc. (“Defendant”), on the other hand. Named Plaintiff, the Settling Class and Defendant
6 are jointly referred to in this Settlement as the “Settling Parties.”

7 1. **DEFINITIONS**

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

10 1. “Action” means the civil action known as *Marvin Morales, on behalf of himself*
11 *and all others similarly situated, v. Halcore Group, Inc. dba Leader, et al*, currently filed in U.S.
12 District Court for the Central District of California, Case No. 2;17-CV-05876-TJH-SK. The
13 Parties agree that for purposes of this settlement, Plaintiff shall file a Second Amended Complaint
14 (“SAC”) to add a cause of action for alleged violation of Labor Code 226.7 for rest break
15 violations. The Parties agree that Defendants' Answer filed in response to the First Amended
16 Complaint will be deemed as the responsive pleading to the SAC. The Parties agree that they will
17 request approval of the settlement, and upon final approval, file appropriate pleadings to secure
18 a dismissal of all claims against Defendants.

19 1.1 “Class Counsel” means Omid Nosrati of The Law Office of Omid Nosrati.

20 1.2 “Class Counsel Fees and Expenses Payment” means the total amount of attorneys’
21 fees, litigation costs, and expenses awarded to Class Counsel by the Court to compensate them for
22 their representation of the Class Members in this Action, including their pre-filing investigation,
23 their filings of the Action, all related litigation activities, this Settlement, and all post-Settlement
24 compliance procedures.

25 1.3 “Class Members” means all natural persons who worked at any time between
26 May 17, 2013 and the date of filing of the original motion for Preliminary Approval in this
27 matter (i.e., June 22, 2018), as non-exempt employee at Defendant's South El Monte, California
28 facility in its production warehouse. It is estimated there are approximately 168 Class Members.

1 For purposes of this class and representative settlement, the Parties acknowledge that Defendants
2 have obtained settlement agreements from 115 current and former employees, which totals the
3 amount of Four-Hundred Seventeen Thousand Five-Hundred Forty-Nine Dollars and Fifteen
4 Cents (\$417,549.15) ("Prior Individual Settlement Agreements Amount"). These 115
5 individuals have already released their claims related to this action in exchange for consideration,
6 and are therefore not a part of this lawsuit or this settlement by virtue of the individual settlement
7 agreements.

8 1.4 "Class Period" shall mean the period of time from May 17, 2013 through the date of
9 filing the original Motion for Preliminary Approval (i.e., June 22, 2018).

10 1.5 "Class Representative Payment" means the amount approved by the Court to be
11 made to the Named Plaintiff Marvin Morales for his service as class representative.

12 1.6 "Court" means the United States District Court, Central District.

13 1.7 "Defendant's Counsel" means Richard Marca and Jeff Olsen with Varner & Brandt,
14 L.L.P.

15 1.8 "Effective Date" means the last to occur of the following: (a) if there are no
16 objections to the settlement, then the date of final approval by the Court; (b) if there are
17 objections to the settlement, and if an appeal, review or writ is not sought from the order granting
18 final approval of the settlement, the 61st day after service of notice of entry of the order; or (c) if
19 an appeal, review or writ is sought from the order, the day after the order is affirmed or the
20 appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial
21 review. Prior to the effective date of the settlement, Defendants will not be required to fund this
22 settlement, in whole or in part, through the claims administrator or any third party.

23 1.9 "Final Approval Hearing" means the hearing to be conducted by the Court to
24 determine whether to finally approve and implement the terms of this Settlement.

25 1.10 "Gross Settlement Amount" means the maximum, non-reversionary payment
26 of Nine Hundred Thousand Dollars (\$900,000.00), payable by Defendant in accordance with the
27 terms of this Settlement. The Gross Settlement Amount is inclusive of all payments to Class
28 Members, the Class Counsel Fees and Expenses Payment, the Class Representative Payment, the

1 Settlement Administration Costs, and all Private Attorneys General Act (PAGA) payments to the
2 Labor Workforce Development Agency (LWDA). Separate and apart from the Gross Settlement
3 Amount, Defendant shall pay all taxes due on the wages portion of the Settlement Payments,
4 including any required legal deductions for employer payroll obligations such as FICA, FUTA,
5 SUTA.

6 1.11 “Judgment” means the judgment entered by the Court at the time it grants final
7 approval of this Settlement.

8 1.12 “Net Settlement Amount” means the Gross Settlement Amount less the Class
9 Counsel Fees and Expenses Payment, the Class Representative Payments, the Settlement
10 Administration Costs, and all PAGA payments to the LWDA.

11 1.13 “Non-Participating Class Member” means a Class Member who submits a valid and
12 timely written request to be excluded from the Settlement.

13 1.14 “PAGA Payment” is to be paid out of the Gross Settlement Amount, the Parties
14 agree to allocate the amount of fifty-thousand dollars (\$50,000) to represent all penalties under
15 the Private Attorneys General Act of 2004 ("PAGA"). Of the PAGA allotment, the Parties agree
16 that seventy-five percent (75%), i.e. \$37,500, will be made payable to the State of California via
17 the Labor Workforce and Development Agency, and the remaining twenty-five percent (25%),
18 i.e. \$12,500, will be distributed among all putative "aggrieved employees," pay to determined on
19 a pro-rata basis through calculation based on actual records and actual shifts worked more than
20 3.5 hours , of those who were employed by Defendant for one-year before the filing of the
21 LWDA Notice through the date of Preliminary Approval in this Action.

22 1.15 “Participating Class Member” means a Class Member who does not submit a valid
23 and timely request to be excluded from the Settlement.

24 1.16 “Preliminary Approval of the Settlement” means the Court’s preliminary approval
25 of the Settlement without material change.

26 1.17 “Settlement Administrator” means Phoenix Settlement Administrators, which is the
27 entity selected by Class Counsel and Defendant’s Counsel to provide notice to the Class and
28 administer the settlement process, including issuance of payments to Class Members. Phoenix

1 Settlement Administrators shall perform the duties of settlement administrator and provide notices,
2 status reports, resolve disputes regarding the amount of claims, issue and mail settlement checks,
3 W-2s and 1099s, report the payments to the appropriate taxing agencies, calculate and pay the
4 employees' portion of taxes due on the wage portion of the Settlement Payments, and ensure
5 Defendant pays the employer portion of taxes due, such as FICA, FUTA, SUTA and other required
6 payroll taxes. The Settlement Administrator shall also provide reports as requested by counsel for
7 the Settling Parties, including any required declarations in support of preliminary or final approval
8 of settlement.

9 1.18 "Settlement Administration Costs" means the fees and expenses reasonably and
10 necessarily incurred by the Settlement Administrator as a result of administering the Settlement, as
11 approved by the Court, including all costs of administering the Settlement, including but not
12 limited to: all costs and fees associated with preparing, issuing and mailing any and all notices and
13 other correspondence to Class Members; all costs and fees associated with mailing the Settlement
14 Payments; all costs and fees associated with preparing any other notices, reports, or filings to be
15 prepared in the course of administering the settlement; and any other costs and fees incurred and/or
16 charged by the Settlement Administrator in connection with the execution of its duties under this
17 Agreement. Settlement Administration Costs are estimated to be Nine Thousand Dollars
18 (\$9,000.00), but are not to exceed \$15,000.00, and shall be paid from the Gross Settlement
19 Amount.

20 1.19 "Settlement Share" means each Participating Class Member's share of the Net
21 Settlement Amount.

22 1.20 "Settling Class" means all Participating Class Members, including the Named
23 Plaintiff.

24 1.21 "Workweek" means any week in which Defendant's records indicate the Class
25 Member performed work for Defendant as a non-exempt employee during the Class Period for
26 which Defendant paid the Class Member.

27 1.22 "Shift" means any day in which a Class Member performed work for Defendant
28 as a non-exempt employee during the Class Period for which Defendant paid the Class Member.

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2. **RECITALS**

2.1 On May 17, 2017, Plaintiff filed a putative wage and hour class action in the Los Angeles County Superior Court entitled *Marvin Morales, and all other similarly situated employees, v. Halcore Group, Inc. dba Leader, et al.*, Case No. BC661738 (the “Action”). The Action alleged that Defendant violated various sections of the California Labor Code and applicable wage orders. The alleged violations were as follows: (1) failure to provide meal and rest periods; (2) failure to provide accurate itemized wage statements; (3) waiting time penalties; and (4) unfair competition. On or about July 7, 2017, Plaintiff filed a first amended complaint adding a claim for penalties under the PAGA. Plaintiff seeks, among other damages, payment of wages and statutory penalties.

2.2 On or about August 8, 2017, the Action was removed to the United States District Court, Central District, bearing case number, 2:17-CV-05876-TJH-SK.

2.3 On or about March 15, 2018, the parties attended private mediation with mediator, Lynn Frank, Esq.

2.4 As a result of arm’s length settlement discussions and negotiations, the Parties accepted the mediator’s proposal as an agreement in principle, which is intended to fully and finally resolve all claims as to all Class Members in the Action.

2.5 The Settling Parties engaged in substantial informal discovery prior to resolving the Action, including, but not limited to: pre-litigation investigation and exchange of workweek and shift data, including number of class members, written policies, memoranda, sampling of payroll records and timekeeping records and other documents relevant to the litigation. The Settling Parties thoroughly investigated all of the claims and exchanged extensive information regarding the claims prior to negotiating a settlement in the Action.

2.6 Defendant has determined to settle the Action in the manner and upon the terms and conditions set forth herein solely to avoid the expense, inconvenience, and burden of further legal proceedings and the uncertainties of trials and appeals.

2.7 Defendant has denied and continues to deny each and all of the claims and

1 allegations in the Action. Defendant has asserted and continues to assert many defenses thereto and
2 has expressly denied and continues to deny any fault, wrongdoing, or liability whatsoever arising
3 out of the conduct alleged in the Action. Defendant contends that it has complied at all times with
4 the provisions of the California Labor Code, the California Business and Professions Code, and all
5 applicable federal and California regulations. Neither this Agreement (including all drafts hereof)
6 nor any document referred to herein, nor any action taken to carry out this Agreement is, may be
7 construed as or may be used in any proceeding as an admission by or against Defendant of any
8 fault, wrongdoing, infirmity of defense, or liability whatsoever. Defendant expressly denies any
9 fault, wrongdoing, or liability whatsoever, and expressly denies the validity of each and every of
10 the causes of action and prayers for relief asserted in the Action.

11 2.8 On or about April 9, 2018, as part of the Settlement, the parties stipulated to filing a
12 Second Amended Complaint which includes the following causes of action: (1) failure to provide
13 meal and rest periods; (2) failure to provide accurate itemized wage statements; (3) waiting time
14 penalties; (4) unfair competition; (5) violation of the Private Attorney General Act; and (6) failure
15 to provide rest periods.

16 2.9 Based on these Recitals, the Settling Parties hereby agree as follows:

17 3. **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

18 3.1 The Parties stipulate and agree to the certification of the Settlement Class solely for
19 purposes of this Settlement. Should, for whatever reason, the Court not grant final approval of this
20 Settlement, the fact that the Parties stipulate and agree to the certification as part of the Settlement
21 shall have no bearing on, and shall not be admissible in connection with, the issue of whether any
22 class should be certified in a nonsettlement context in this or any other action. Defendant reserves
23 all of its rights to oppose class certification if the Court does not grant final approval of this
24 Settlement.

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26 4. **SETTLEMENT TERMS AND CONDITIONS**

27 4.1 **Defendant's Settlement Payment Obligations.** In full and complete settlement
28 of the Action, and as consideration for this Settlement and the release of the Named Plaintiff and

1 Participating Class Members' claims, Defendant agrees to pay the Gross Settlement Amount of
2 Nine Hundred Thousand Dollars (\$900,000.00)(the "Gross Settlement Amount".) Defendants
3 will fund the settlement within 30 days of the Effective Date, and Claims Administrator will
4 distribute the funds within 30 days of receipt. As a result of this settlement, and any of the
5 attorneys' fees, costs, administrative fees, class representative enhancements shall be paid from
6 this amount. Defendants shall be responsible for paying the employer-side payroll taxes
7 (including FICA) on the portion of the settlement amounts characterized as wages separately
8 from the Gross Settlement Amount. Any balance remaining from the Gross Settlement Amount
9 shall be distributed equally to Cy Pres designees to be agreed upon by the parties and approved
10 by the Court. Except for the employer-side of payroll taxes, however, in no event shall
11 Defendants be liable from the date of execution of this MOU for paying more than the amount of
12 Nine Hundred Thousand (\$900,000.00).

13 4.2 This Settlement establishes a common fund from which all claims will be paid and
14 no amount of the Gross Settlement Amount shall revert to Defendant. There will be no claim form
15 requirement and it shall be an opt out class. In no event will Defendant be required to pay more
16 than the Gross Settlement Amount as a result of this Settlement, with the proviso that Defendant is
17 liable for the employer-side payroll taxes listed in paragraph 1.10 above.

18 4.3 Defendant will fund this Settlement by depositing the Gross Settlement Amount
19 with the Claims Administrator in one installment to be submitted within five (5) business days
20 after the Effective Date. The Claims Administrator will distribute the Gross Settlement Amount no
21 later than fourteen (14) days after the effective date of the court's final approval order.

22 4.4 **Class Counsel Fees and Expense Payment.** Defendants agree not to oppose, and
23 to pay, as awarded and approved by the Court, the following: (1) attorneys' fees of twenty-five
24 percent (25%) of \$900,000.00 (the Gross Settlement Amount) to Class Counsel (i.e.
25 \$225,000.00) and costs totaling twenty-four thousand four hundred fifty-two dollars and sixty
26 cents (\$24,452.60). The award of attorneys' fees and costs will be paid from the Gross
27 Settlement Amount.
28

1 4.5 The Settlement Administrator will issue an IRS Form 1099 to Class Counsel with
2 respect to the attorneys' fees and costs awarded to them. The failure of the Court to grant Named
3 Plaintiff's application for Class Counsel Fees and Expenses Payment in the amounts set forth in
4 this paragraph shall not be grounds to void the Settlement. If the Court declines to award
5 attorneys' fees in that amount by the Court, and if there is no appeal of the attorney fee award,
6 any difference shall be added to the resulting Net Settlement Amount.

7 4.6 **Class Representative Payment.** Class Counsel will request, and Defendant will
8 not oppose, payment of an enhancement award to Named Plaintiff Marvin Morales in an amount
9 not to exceed Five Thousand Dollars (\$5,000.00), as reasonable additional compensation for his
10 service as Class Representative, including the risk, execution of a general release, and all other
11 factors presented to this Court by Named Plaintiff in connection with the initiation and
12 maintenance of this Action. The Class Representative Payment will be paid from the Gross
13 Settlement Amount, and is in addition to whatever Settlement Share Named Plaintiff is otherwise
14 entitled to as a Participating Class Member. The Class Representative Payment will be reported
15 to the taxing authorities by means of an IRS Form 1099. The failure of the Court to grant Named
16 Plaintiff's application for a Class Representative Payment in the amount set forth in this
17 paragraph shall not be grounds to void the Settlement. If the Court declines to award the
18 enhancement in that amount by the Court, and if there is no appeal of the enhancement award,
19 any difference shall be added to the resulting Net Settlement Amount.

20 4.7 **Settlement Administration Costs.** The Settlement Administration Costs, which the
21 parties estimate will be approximately \$9,000.00, but not to exceed \$15,000.00, will be paid to the
22 Settlement Administrator from the Gross Settlement Amount and the specific amount shall be
23 subject to Court approval.

24 4.8 **PAGA Payment.** The PAGA Payment shall be Fifty Thousand Dollars
25 (\$50,000.00), which shall be distributed 75% (\$37,500.000) to the LWDA from the Gross
26 Settlement Fund. The remaining 25% (\$12,500) shall be allocated to the Net Settlement Fund to be
27 distributed to the Participating Class Members.

28 4.9 **Calculation and Allocation of Settlement Shares.** The Settlement Shares to be

1 paid to Participating Class Members shall be calculated and allocated as follows:

2 (a) Calculation of Preliminary Settlement Share for Class Notice:

3 (i) Each Participating Class Member will receive a proportionate
4 share of the Net Settlement Amount based on the length of hours worked per daily Shift, which
5 will be used to establish the potential total number of alleged violations per Shift for each
6 Participating Class Member who worked during the Class Period. Defendant continues to deny
7 all allegations and wrongdoing, and this per-Shift system will be used for the sole purpose of
8 calculating the pro-rata distribution amongst Class Members for this settlement only and is not
9 an admission on behalf of Defendant. A “Shift” means any day in which a Class Member
10 worked as a non-exempt employee at Defendant's South El Monte, California facility in its
11 production warehouse for at least 3.5 hours on that day.

12 (ii) The following steps shall be used to calculate each Class
13 Member’s potential Settlement Share for inclusion in the Class Notice (i.e., the “Preliminary
14 Settlement Share”):

15 (1) The estimated “Net Settlement Amount” shall be
16 determined by subtracting the estimated Class Counsel Fees and Expenses Payment, Class
17 Representative Payments, the Settlement Administration Costs and 75% of the PAGA Payment
18 from the Gross Settlement Amount.

19 (2) The Settlement Administrator will be provided with a
20 breakdown of a Settlement Point system based on the time records of all Class Members and the
21 total number of alleged violations per Shift for each Class Member (one maximum Settlement
22 Point per alleged violation per Shift for a meal period claim and one maximum Settlement Point
23 per alleged violation per Shift for a rest period claim per day) and shall calculate the total
24 aggregate number of Settlement Points that all Participating Class Members were employed
25 during the Class Period.

26 (3) The number of Settlement Points for each Participating
27 Class Member shall be divided by the total number of Points for all Participating Class Members
28

1 (the “Settlement Point Amount”). The Settlement Point Amount shall then be multiplied by the
2 amount of the Net Settlement Fund.

3 (iii) Calculation of Final Settlement Share for Payment: Following final approval
4 of this Settlement on the Effective Date, the Settlement Share for each Participating Class Member
5 shall be calculated using the same steps described above using the actual and final figures for the
6 total Participating Class Members, Net Settlement Amount, Class Counsel Fees and Expenses
7 Payment, Class Representative Payments, Settlement Administration Costs, and the PAGA
8 Payment.

9 **4.10 Payment of Settlement Shares and Other Amounts.** The Settlement
10 Administrator shall be solely responsible for issuing payment of the Settlement Shares to
11 Participating Class Members and shall do so as follows:

12 (a) Defendants will fund the settlement within 30 days of the Effective Date,
13 and Claims Administrator will distribute the funds within 30 days of receipt.

14 (b) For tax purposes only, the Settlement Shares paid to Participating Class
15 Member’s shall be characterized as 20% for payment of wages, 40% as payment of statutory
16 penalties, and 40% as payment for interest, and reported by the Settlement Administrator using
17 IRS Form W2 and 1099, when required by applicable law. The Named Plaintiff and Class
18 Members should consult with their tax advisors concerning the tax consequences of the payments
19 they receive under the Settlement.

20 (c) The Settlement Administrator shall issue payment of the Class Counsel Fees
21 and Expenses Payment, Class Representative Payments, the Claims Settlement Administration
22 Costs and PAGA Payment on the same date as the above-disbursements to Participating Class
23 Members.

24 **4.11 Taxes**

25 (a) Reporting and Withholding Requirements: The Claims Administrator shall
26 be responsible for ensuring that all taxes associated with the Agreement, including but not limited
27 to Defendant’s portion of any taxes due on the Settlement Shares, including FICA, FUTA, SUTA
28 and payroll taxes due on the wages paid, and any enhancement award(s) to Named Plaintiff, are

1 timely paid to the appropriate authorities. The Claims Administrator's responsibilities include the
2 following: (i) filing all federal, state and local employment tax returns, income tax returns, and
3 other tax returns associated with the taxes, (ii) timely and properly filing of all required federal,
4 state and local information returns (e.g., 1099s, W-2s, etc.) with the appropriate taxing authorities,
5 and (iii) completion of any other steps necessary for compliance with any tax obligations under
6 federal, state, or local law. In addition, the Claims Administrator shall timely make such elections
7 as necessary or advisable to carry out the provisions of this paragraph. Such elections shall be
8 made in compliance with the procedures and requirements contained in the regulations. It shall be
9 the responsibility of the Claims Administrator to timely and properly prepare and deliver all
10 necessary documentation for signature as may be required and thereafter to cause the appropriate
11 filing of such documentation to occur.

12 (b) Payment of Settlement Fund Tax Expenses : All expenses and costs incurred
13 by the Settlement Administrator in connection with the operation and implementation of this
14 section (including without limitation, expenses of attorneys and/or accountants and mailing and
15 distribution expenses related to filing (or failing to file) the tax returns described herein) shall be
16 paid from the Gross Settlement Amount and included in the Settlement Administration Costs..

17 **4.12 Motion for Preliminary Approval.**

18 (a) Promptly upon the full execution of this Agreement, Named Plaintiff shall
19 file a Preliminary Approval Motion with the Court seeking an order granting preliminary approval
20 of the Settlement, setting a date for the Final Approval Hearing and briefing schedule, approving
21 the Class Notice (in the form attached hereto as Exhibit 1) and approving the procedure for
22 objecting to and requesting exclusion from the Settlement.

23 (b) The Settling Parties will jointly appear at the hearing on the Preliminary
24 Approval Motion and support the granting of the motion made in accordance with the terms of the
25 Settlement. Should the Court fail to approve preliminarily all material aspects of the Settlement,
26 the Settlement will be null and void, after the Settling Parties make a reasonable effort to cure the
27 deficiencies in the Settlement and the Court still fails to approve preliminarily all material aspects
28 of the Settlement, at which time the Settling Parties will have no further obligations under it.

1 4.13 **Mailing of Class Notice to Class Members.** After the Court enters its Proposed
2 Preliminary Approval Order, all Class Members will be provided with the Class Notice (completed
3 to reflect the order granting preliminary approval of the Settlement) as follows:

4 (a) Within fifteen (15) days after the Court grants preliminary approval,
5 Defendant will provide to the Settlement Administrator the names, last known addresses, Social
6 Security numbers, and start and end dates of employment for the Class Members during the Class
7 Period (“Class Member Data”) via email. The Class Member Data provided to the Settlement
8 Administrator will be treated as confidential and will not be disclosed to anyone, except as
9 required to applicable tax authorities, pursuant to Defendant’s express written consent, by order of
10 the Court, or to carry out the reasonable steps described in this settlement agreement to locate
11 missing Class Members.

12 (b) Within fifteen (15) days after receiving the Class Member Data from
13 Defendant, the Settlement Administrator will mail the Class Notice to all identified Class Members
14 via first-class regular U.S. Mail, using the last known address information provided by Defendant,
15 unless such address is modified by any updated address information that the Settlement
16 Administrator obtains in the course of administration of the Settlement. Prior to completing this
17 mailing, the Settlement Administrator will perform a National Change of Address (“NCA”) search
18 to confirm the validity of each Class Member’s address.

19 (c) If Class Notices are returned as undeliverable within thirty (30) days of the
20 initial mailing of the Class Notice with a forwarding address, the Settlement Administrator shall
21 have three (3) days to re-mail the applicable Class Notice to the forwarding address. If Class
22 Notices are returned as undeliverable within thirty (30) days of the initial mailing of the Class
23 Notice without a forwarding address, the Settlement Administrator will have ten (10) days from
24 receipt of the returned Class Notice to search for a more current address for the Class Member and
25 to re-mail the applicable Class Notice to the Class Member. This inquiry shall include a skip-trace
26 search. The Settlement Administrator will be responsible for taking reasonable steps, consistent
27 with its agreed upon job parameters, Court orders and fee, as agreed to with Class Counsel and
28 according to the deadlines set forth in this Settlement, to trace the mailing address of any Class

1 Member for whom a Class Notice is returned by the U.S. Postal Service as undeliverable. These
2 reasonable steps will include, at a minimum, the tracking of all undelivered mail, performing an
3 address search for all mail returned without a forwarding address, and promptly re-mailing the
4 applicable Class Notice to Class Members for whom new addresses are found. If the Class Notice
5 is re-mailed, the Settlement Administrator will note for its own records the date and address of
6 each such re-mailing and so notify Defendant's Counsel.

7 (d) The Settlement Administrator will inform Class Counsel and Defendant's
8 Counsel of the number of undeliverable Class Notices on a weekly basis.

9 (e) No later than 30 calendar days before the Final Approval Hearing, the
10 Settlement Administrator will provide the Settling Parties, for filing with the Court in support of
11 Named Plaintiff's motion for final approval of the Settlement, a declaration of due diligence
12 setting forth its compliance with its obligations under this Settlement.

13 4.14 **Objections to Settlement.** Class Members may submit objections to the Settlement
14 or a request to be excluded from the Settlement under the following procedures:

15 (a) Class Members who wish to object to the settlement must do so in writing.
16 To be considered, the objection must be mailed via First-Class United States Mail, and be received
17 by the Settlement Administrator no later than 30 days from the date of initial mailing of the Class
18 Notice. The objection should include all reasons for the objection. Any reasons not included in the
19 written objection will not be considered. The objection must also include the name, mailing
20 address, telephone numbers, and last four digits of the social security number for the Class
21 Member making the objection. The Settlement Administrator will stamp the date received on the
22 original and send copies of each objection to Class Counsel and Defendant's Counsel by email and
23 overnight delivery no later than three (3) business days after receipt thereof.

24 (b) A Class Member who files objections to the settlement ("Objector") also has
25 the right to appear at the Final Approval Hearing either in person or through counsel hired by the
26 Objector, but is not required to appear in order for the Court to consider the objection. An Objector
27 who wishes to appear at the Final Approval Hearing should state his or her intention to do so in the
28 objection including the words, "I intend to appear at the Final Approval Hearing" in his or her

1 objection. An Objector may withdraw his or her objections at any time. No Class Member may
2 present an objection at the Final Approval Hearing unless he or she has filed a timely objection
3 that complies with the terms of this Agreement. A Class Member who has submitted an opt out (as
4 discussed below) may not submit objections to the Settlement.

5 (c) The Parties may file with the Court written responses to any filed objections
6 no later than three (3) business days before the Final Approval Hearing.

7 **4.15 Request to be Excluded from Settlement (Opt Out).** Class Members who wish to
8 exclude themselves from the Settlement (“opt out” of the Settlement) must mail to the Settlement
9 Administrator, not later than thirty (30) days after the date that the Settlement Administrator first
10 mails the Class Notice, a request to be excluded from the Settlement (“Request for Exclusion”). To
11 be considered valid, the Request for Exclusion must be: (1) signed by the individual, (2) contain
12 their name, address, the last four digits of their Social Security number and telephone number, and
13 (3) contain a clear statement that the individual does not wish to be included in the settlement. A
14 Class Member who does not mail a timely Request for Exclusion in the manner set forth above and
15 by the deadline specified above will automatically become a Participating Class Member and, if
16 the Court approves the Settlement, will be bound by all terms and conditions of the Settlement,
17 including the applicable release(s) set forth herein, and by the Judgment. An eligible Class
18 Member who timely submits a written Request for Exclusion will be a Non-Participating Class
19 Member and will not participate in or be bound by the Settlement or the Judgment in any respect.
20 Persons who submit a Request for Exclusion will not be permitted to file objections to the
21 Settlement or appear at the final approval hearing to voice any objections to the Settlement.

22 **4.16 Binding Effect on Participating Class Members.** Except for those Class Members
23 who exclude themselves in compliance with the procedures set forth above, all Class Members will
24 be deemed to be Participating Class Members for all purposes under this Agreement; will be bound
25 by the terms and conditions of this Agreement, the Final Approval Order, the Judgment, and the
26 releases set forth herein; and, except as provided in other sections here below, will be deemed to
27 have waived all objections and opposition to the fairness, reasonableness, and adequacy of the
28 Settlement.

1 **4.17 Reporting of Settlement Payments.** No later than ten (10) calendar days after
2 Final Approval of the Settlement is granted, the Settlement Administrator shall advise counsel for
3 the Parties of (1) the amount of Settlement Administration Costs incurred and reasonably
4 anticipated to be incurred by the Settlement Administrator and as approved by the Court but not to
5 exceed \$15,000.00, (2) the amount of each settlement payment payable to each Class Member, and
6 (3) the name of each Class Member who has opted out of the settlement.

7 **4.18 Option to Terminate Settlement.** Defendants and Plaintiff, and their respective
8 counsel, agree that none of them will take any steps to encourage Class Members to opt-out of
9 the settlement. In the event that opt-outs exceed 10% of the Class Members, Defendants will
10 have the option to cancel the settlement. Defendants estimates that as of the date of this
11 Agreement, that the Class Members consist of approximately 168 individuals. Should Defendant
12 elect to terminate the Settlement under this paragraph, Defendant will solely bear all costs of
13 administration incurred through the date of its election. In order to revoke and terminate this
14 Settlement, Defendant must provide notice of its intent to trigger its right of revocation within
15 thirty (30) calendar days of receiving notice that 10% of Class Members opt out from the
16 Settlement.

17 **4.19 Increase of Gross Settlement Amount.** *In light of the Court's guidance that*
18 *individuals with separate settlement agreements already releasing the covered claims should be*
19 *excluded from the class,* Defendant's Counsel has represented to Class Counsel that there are now
20 approximately one-hundred one hundred sixty-eight (168) Class Members. Within 10 days of
21 receiving the Class Members Data, the Settlement Administrator shall provide the number of Class
22 Members to Class Counsel. In the event the number of Class Members is more than fifteen percent
23 (15%) higher than one hundred sixty-eight (168), Defendant shall contribute additional funds to
24 the Net Settlement Fund in proportion to the amount paid per Class Member, such that the addition
25 of Class Members does not diminish the average distribution per Class Member.

26 **4.20 Termination of Settlement Agreement.** If the conditions of the Settlement set
27 forth in this Stipulation are not satisfied, or if any of the Parties terminates and withdraws from the
28 Settlement pursuant to its terms, or if the Court does not enter Judgment consistent with this

1 Stipulation, or if appellate review is sought and on such review the Court's decision is materially
2 modified or reversed, or, if one or more of the material terms of the Settlement is not approved or
3 the Settlement with respect to one or more such terms is materially modified or reversed, then this
4 Settlement shall be canceled, terminated, and shall have no force or effect. If Final Approval does
5 not occur, or if this Settlement is terminated, revoked, or canceled pursuant to its terms, the Parties
6 to this Settlement shall be deemed to have reverted to their respective status as of the date and time
7 immediately prior to the execution of this Settlement.

8 The allowance or disallowance by the Court of awards of attorneys' fees, costs or the
9 enhancement award to the Named Plaintiff will be considered by the Court separately from the
10 Court's consideration of the fairness, reasonableness, adequacy, and good faith of this settlement
11 to the Settlement Class. Any order or proceeding relating to the application by Class Counsel for
12 an award of attorneys' fees and costs or enhancement award to the Named Plaintiff or any appeal
13 from any order relating thereto or reversal or modification thereof, shall not operate to terminate or
14 cancel this Agreement.

15 **4.21 Resolution of Disputes Regarding Workweeks or Shifts.** If a Class Member
16 disputes the number of Workweeks or Shifts, as applicable, stated for that Class Member in the
17 Class Notice, the Class Member must mail to the Settlement Administrator, not later than thirty
18 (30) days after the date that the Settlement Administrator first mails the Class Notice, a letter
19 disputing the number of Workweeks or Shifts, as applicable, that he or she claims to have worked
20 for Defendant in California. Such Class Members also will be asked to submit any supporting
21 documentation for their assertion. If such a dispute arises, Defendant will review its records and
22 any documentation submitted by the Class Member to determine the correct number of
23 Workweeks or Shifts, as applicable. Defendant's records will have a rebuttable presumption of
24 correctness. After consultation with Class Counsel, the Class Member, and Defendant, if no
25 agreement can be reached the parties agree that the Settlement Administrator will make a
26 determination of the Class Member's Workweeks or Shifts, as applicable, and that determination
27 will be final and binding on the Settling Parties and the Class Member, and will be non-appealable.

28 **4.22 No Solicitation of Objections or Requests for Exclusion.** Neither the Settling

1 Parties nor their respective counsel will solicit or otherwise encourage any Class Member, directly
2 or indirectly, to request exclusion from the Settlement, object to the Settlement, or appeal from the
3 Judgment.

4 **4.23 Additional Briefing and Final Approval.**

5 (a) As soon as practicable following the deadline for objecting to or opting out
6 of the Settlement, Named Plaintiff will file with the Court a motion for final approval of the
7 Settlement and a memorandum in support of their motion, which Defendant will not oppose.

8 (b) Not later than five (5) court days before the Final Approval Hearing, the
9 Settling Parties may file, jointly or separately, a reply in support of their motion for final approval
10 of the Settlement if any opposition to the motion for final approval has been filed. Named Plaintiff
11 and Class Counsel may file replies in support of their motions for the Class Representative
12 Payments and Class Counsels' Fees and Expenses Payment.

13 (c) If the Court materially modifies this Settlement (excluding the Class
14 Counsels' Fees and Expenses Payment and the Class Representative Payments), either Settling
15 Party may void the Settlement. Also, if the Court denies final approval of the Settlement, or if the
16 Court's final approval of the Settlement is reversed or materially modified on appellate review,
17 then this Settlement will become null and void. If the Settlement is voided through any of these
18 mechanisms, the Settling Parties will have no further obligations under the Settlement, including
19 any obligation by Defendant to pay the Gross Settlement Amount, any part of the Gross Settlement
20 Amount, or any amounts that otherwise would have been owed under this Settlement, except that
21 the Parties will pay an equal share of the Settlement Administrator's reasonable fees and expenses
22 incurred by the Settlement Administrator as of the date that the Settlement is voided. However, if a
23 Settling Party voids the Settlement under the terms of this paragraph, then that Settling Party will
24 be solely responsible for the Settlement Administrator's reasonable fees and expenses.

25 (d) Upon final approval of the Settlement by the Court at or after the Final
26 Approval Hearing, Named Plaintiff will present a Final Approval Order and Judgment for the
27 Court's approval and entry.

28 **4.24 Waiver of Right to Appeal.**

1 (a) The Settling Parties agree to waive all appeals from the Court's final
2 approval of this Settlement, unless the Court materially modifies the Settlement, except that
3 Named Plaintiff may appeal any reduction in the Class Counsel Fees and Expenses Payment
4 and/or the Class Representative Payments. Any reduction in the Class Counsel Fees and Expenses
5 Payment and/or the Class Representative Payments will not, however, constitute a material
6 modification of the Settlement and will not be grounds to void the Settlement.

7 (b) Any Participating Class Member who does not timely submit an objection to
8 the Settlement hereby waives any and all rights to file an appeal from the Final Approval Order
9 and Judgment, including all rights to any post-judgment proceeding and appellate proceeding such
10 as a motion to vacate judgment, motion for new trial, a motion under Code of Civil Procedure
11 section 473 and extraordinary writs. This waiver does not include a waiver of the right to oppose
12 any appeals, appellate proceedings, or post-judgment proceedings, if any.

13 **4.25 Release of Claims.** In exchange for the consideration, undertakings, and
14 covenants undertaken by Defendant in this Settlement, Named Plaintiff and Participating Class
15 Members, and their respective heirs, beneficiaries, guardians, and assigns (collectively
16 "Releasing Parties") hereby forever completely release and discharge, to the fullest extent
17 permitted by law, Defendant, and its present and former parents, subsidiaries, co-employers, and
18 each of their respective present and former owners, boards, directors, officers, trustees,
19 shareholders, members, partners, employees, agents, attorneys, representatives, successors and
20 assigns, and present and former parents, subsidiaries, affiliated and related parties, and each of
21 them, and each of them, of any and all claims, debts, liabilities, demands, actions, or causes of
22 actions of every nature and description that were alleged or that reasonably could have arisen out
23 of the factual allegations contained in the Complaint (the "Complaint") on file with this court
24 including, but not limited to, claims for meal and rest period violations, waiting time penalties,
25 itemized wage statement penalties, other penalties, attorneys' fees, and/or costs and all claims
26 under the Private Attorneys General Act of 2004, and the Unfair Competition Law, arising from
27 the claims described above within the Class Period (the "Claims"). The settlement also
28

1 contemplates that Plaintiff Morales, in consideration for receipt of an enhanced award, will
2 execute a general release of any and all claims, including his Claims in the Complaint.

3 **4.26 California Labor Code Section 206.5:** In connection with the above releases, and
4 in consideration of Defendant’s payment of the sums provided herein, each and every Participating
5 Class Member will be deemed to also have acknowledged and agreed that California Labor Code
6 section 206.5 is not applicable to the Parties hereto or any Participating Class Member because
7 there is a good-faith dispute as to whether any wages are due at all to any Class Member. Section
8 206.5 provides in pertinent part as follows:

9 No employer shall require the execution of any release of any claim or right on account of
10 wages due, or to become due, or made as an advance on wages to be earned, unless
11 payment of such wages has been made.

12 **4.27 No Other Claims:** Named Plaintiff and all Participating Class Members represent
13 and warrant that if any lawsuit, claim, charge, grievance or complaint (collectively, a “Complaint”)
14 is pending as of the Effective Date related to the Released Claims only, such Complaint will be
15 dismissed with prejudice, or alternatively the Participating Class Members acknowledge that they
16 understand and agree that they are precluded from recovering any amount in judgment or
17 otherwise in any such Complaint as a result of their release of the Released Claims set forth in this
18 Agreement and acceptance of the terms and conditions of this Agreement. The Participating Class
19 Members further represent and warrant, to the extent permitted by law, that they will not at any
20 time on or after the Effective Date of this Agreement file any Complaint against the Released
21 Parties in any forum, including, without limitation, any local, state or federal agency or court, in
22 connection with the Released Claims only, and that if any forum, agency, or court assumes
23 jurisdiction of any such Complaint or purports to bring any such proceedings, in whole or in part,
24 on behalf of any Participating Class Member, he/she will request that forum, agency or court to
25 withdraw or dismiss such Complaint with prejudice. Furthermore, in the event that Participating
26 Class Member may be permitted by law to file or be joined in any such Complaint, they
27 understand and agree that they may not recover any amount. This provision does not include those
28 Class Members who exclude themselves from the Settlement.

1 4.28 **Named Plaintiff's General Release of Known and Unknown Claims:** Except for
2 Plaintiff's pending worker's compensation case or any other claims which cannot be released as a
3 matter of law, in consideration for the Class Representative Payment, Named Plaintiff for himself
4 only, releases and forever discharges Released Parties from any and all claims, demands, liens,
5 losses, attorneys' fees, costs, agreements, contracts, covenants, actions, suits, causes of action,
6 grievances, wages, severance payments, obligations, commissions, overtime payments, debts,
7 expenses, damages, judgments, orders and liabilities of whatever kind or nature in state or federal
8 law, equity or otherwise, whether known or unknown, existing or contingent, latent or patent,
9 which Named Plaintiff now owns or holds or has at any time owned or held against Released
10 Parties up to the date of signing this agreement, including specifically but not exclusively and
11 without limiting the generality of the foregoing, any and all claims known or unknown, suspected
12 or unsuspected arising from or related to Named Plaintiff's employment with Defendant, the
13 cessation of said employment or the filing, prosecution or defense of the Action ("the General
14 Release").

15 Named Plaintiff understands and acknowledges that Named Plaintiff may not currently
16 know of losses or claims or may have underestimated the severity of losses. Part of the
17 consideration provided was given in exchange for the release of any and all such claims. Named
18 Plaintiff hereby expressly waives any and all rights and benefits conferred on him, for himself
19 only, the provisions of California Civil Code Section 1542, and expressly consents that this
20 Settlement shall be given full force and effect according to each and all of its express terms and
21 provisions, including those relating to unknown and unsuspected claims, as well as those relating
22 to any other claims herein specified. Section 1542 provides:

23
24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
25 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
26 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**
27 **BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**
28 **SETTLEMENT WITH DEBTOR.**

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Having been so apprised, Named Plaintiff nevertheless hereby voluntarily elects to and does waive the rights described in Civil Code Section 1542, and elects to assume all risks for any claims that now exists in his favor, known or unknown. The provisions of this section do not apply to the Participating Class Members.

4.29 Waiver and Assumption of Risk of Subsequent Discovery: Named Plaintiff and Defendant hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. Named Plaintiff expressly agrees that the release provisions herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands and causes of action hereinabove specified. Named Plaintiff for himself only, specifically agrees to assume the risk of the subsequent discovery or understanding of any matter, fact or law which if now known or understood would in any respect have affected this Agreement. The provisions of this section do not apply to the Participating Class Members.

4.30 Fair, Adequate, and Reasonable Settlement. This Settlement was reached after extensive negotiations. The Settling Parties believe and agree that this Settlement is a fair, adequate, and reasonable resolution of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential, and will so represent it to the Court. The parties further agree that this Settlement is enforceable under Code of Civil Procedure Section 664.6 or similar federal rule.

4.31 Uncashed Settlement Checks. A Participating Class Member to whom a settlement check has been issued will have 180 calendar days after the mailing of his or her Settlement Share check to cash the check. In the event that a current address cannot be located for any Class Members or any Participating Class Members do not cash their settlement checks, any amounts that remain unclaimed will be distributed according to Code of Civil Procedure Section 384 as follows:

1 (A) Twenty-five percent to the State Treasury for deposit in the Trial Court Improvement and
2 Modernization Fund;

3 (B) Twenty-five percent to the State Treasury for deposit into the Equal Access Fund of the
4 Judicial Branch, to be distributed in accordance with Sections 6216 to 6223, inclusive, of the
5 Business and Professions Code, except that administrative costs shall not be paid to the State Bar
6 or the Judicial Council from this sum; and

7 (C) Fifty percent to California Fire Foundation, and if the Court does not approve, California
8 Fire Foundation, then to Bet Tzedek Legal Services.

9 4.32 **Authority to Act for the Settling Classes.** Class Counsel represents and warrants
10 that they have full authority, subject to Court approval, to accept this Settlement on behalf of
11 Named Plaintiff and the Class Members and to bind them to all of its terms and conditions.

12 5. **INADMISSIBILITY OF SETTLEMENT AGREEMENT / DENIAL OF LIABILITY**

13 5.1 This Settlement is the result of a good faith compromise of disputed claims, and
14 neither it nor any statement or conduct in furtherance of the settlement shall be offered or
15 construed to be an admission or concession of any kind by any Party. In particular, but without
16 limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed
17 as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever by
18 Defendant, who expressly denies any liability, wrongdoing, impropriety, responsibility, or fault
19 whatsoever. Additionally, and without limiting the generality of the foregoing, nothing about this
20 Settlement shall be offered or construed as an admission or evidence of the propriety or feasibility
21 of certifying a class in the Action or any other action for adversarial, rather than settlement
22 purposes.

23 6. **INTERIM STAY OF PROCEEDINGS**

24 6.1 Pending completion of the settlement process, the Parties agree to a stay of all
25 proceedings in the Action except such as are necessary to implement the Settlement itself.

26 7. **ATTORNEYS' FEES AND COSTS**

27 7.1 Except as provided herein, the Parties hereto will bear responsibility for their own
28 attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of the Action and
will not seek reimbursement thereof from any Party to this Settlement Agreement.

1 8. **NO PRIOR ASSIGNMENTS**

2 8.1 The Parties hereto represent, covenant, and warrant that they have not, directly or
3 indirectly, assigned, transferred, encumbered, or purported to assign, transfer or encumber to any
4 person or entity any portion of any liability, claim, demand, action, cause of action or rights
5 released and discharged by this Agreement.

6 9. **CIRCULAR 230 DISCLAIMER**

7 9.1 Each of the Parties acknowledges and agrees that (1) no provision of this
8 Agreement, and no written communication or disclosure between or among the Parties or their
9 Counsel and other advisers is or was intended to be, nor shall any such communication or
10 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
11 States Treasury Circular 230 (31 CFR part 10, as amended); (2) each of the Parties (a) has relied
12 exclusively upon his, her or its own, independent legal and tax advisors for advice (including tax
13 advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the
14 recommendation of any of the other Parties or any Counsel or advisor to any of the other Parties,
15 and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or
16 advisor to any of the other Parties to avoid any tax penalty that may be imposed on any of the
17 Parties; and (3) no attorney or advisor to any other Party has imposed any limitation that protects
18 the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such
19 limitation is legally binding) upon disclosure by any of the Parties of the tax treatment or tax
20 structure of any transaction, including any transaction contemplated by this Agreement.

21 10. **MISCELLANEOUS TERMS.**

22 10.1 **Construction.** The Parties hereto agree that the terms and conditions of this
23 Agreement are the result of lengthy, intensive, arms' length negotiations between the Parties and
24 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
25 to which any Party or his or its counsel participated in the drafting of this Agreement.

26 10.2 **Captions and Interpretations.** Paragraph titles or captions contained herein are
27 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
28 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is

1 contractual and not merely a recital.

2 **10.3 Integrated Agreement.** This Agreement contains the entire agreement between the
3 Parties relating to the Settlement and transaction contemplated hereby, and all prior or
4 contemporaneous agreements, understandings, representations, and statements, whether oral or
5 written and whether by a Party or such Party's legal counsel, are merged herein. No rights
6 hereunder may be waived except in writing.

7 **10.4 Notices.** Unless otherwise specifically provided herein, all notices, demands, or
8 other communications given hereunder shall be in writing and shall be deemed to have been duly
9 given as of the third business day after mailing by United States certified mail, return receipt
10 requested, addressed as follows:

11 To the Plaintiff Class:

12 Omid Nosrati

13 THE LAW OFFICE OF OMID NOSRATI
14 1801 Century Park East, Ste. 840
15 Los Angeles, CA 90067

16 To Defendant:

17 Richard Marca
18 Jeff T. Olsen
19 VARNER & BRANDT, LLP
20 3750 University Avenue, Suite 610
21 Riverside, California 92501

22 **10.5 Modification of Settlement.** This Agreement may not be changed, altered, or
23 modified, except in writing and signed by the Parties hereto, and approved by the Court. This
24 Agreement may not be discharged except by performance in accordance with its terms or by a
25 writing signed by all of the Parties hereto.

26 **10.6 Settlement Binding on Successors.** This Settlement will be binding upon, and
27 inure to the benefit of, the successors of each of the Settling Parties.

28 **10.7 Signatures of All Participating Class Members Unnecessary to be Binding.** It is
agreed that, because the members of the Settlement Class are numerous, it is impossible or
impractical to have each member of Settlement Class execute this Agreement. The Notice will
advise all members of the Settlement Class of the binding nature of the release provided herein and

1 such shall have the same force and effect as if this Agreement were executed by each member of
2 the Settlement Class.

3 **10.8 Confidentiality Prior to Preliminary Approval.** Other than (1) their immediate
4 family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3)
5 other Class Members, Plaintiff and Class Counsel agree not to discuss the Settlement amounts,
6 the terms of the Agreement, or any of the issues discussed during mediation or surrounding terms
7 of the Settlement Agreement or the amounts provided therein until the date of the filing of the
8 original Motion for Preliminary Approval (i.e., June 22, 2018). The Parties and their counsel
9 further agree that they will not issue any press releases, initiate any contact with the press,
10 respond to any press inquiry or have any communication with the press about the fact, amount or
11 terms of the Settlement. If counsel engages in any advertising or distribute any marketing
12 materials relating to the settlement of this case, including but not limited to any postings on any
13 websites maintained by Class Counsel, the advertising will not identify the case name, case
14 number, Company name, or any other Company identifier.

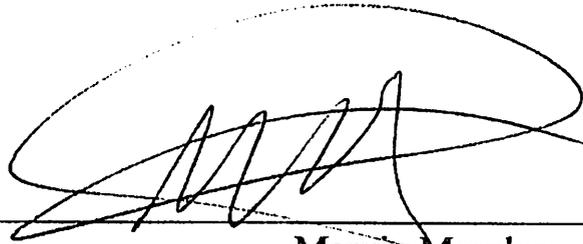
15 **10.9 Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
16 governed by and interpreted according to the laws of the State of California, without giving effect
17 to any conflict of law or choice of law principles.

18 **10.10 Counterparts.** This Agreement may be executed in counterparts, and when each
19 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
20 original, and, when taken together with other signed counterparts, shall constitute one fully-signed
21 Agreement, which shall be binding upon and effective as to all Parties.

22 **10.11 Cooperation in Drafting.** The Settling Parties have cooperated in the drafting and
23 preparation of this Settlement. This Settlement will not be construed against any Settling Party on
24 the basis that the Settling Party was the drafter or participated in the drafting.

25 **10.12 Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the
26 Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all
27 notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or
28

DATED: 8/25, ~~2019~~ ²⁰²⁰



Marvin Morales

DATED: September 22, ~~2019~~ ²⁰²⁰

THE LAW OFFICE OF OMID NOSRATI

By: 

Omid Nosrati

Attorneys for Plaintiff
Marvin Morales and the Class Members

DATED: _____, 2019

HALCORE GROUP, INC. AND REV GROUP, INC.

By: _____

Name: _____

Title: _____

DATED: _____, 2019

VARNER & BRANDT, L.L.P.

By: _____

Richard Marca
Attorneys for Defendant
Halcore Group, Inc. and Rev Group, Inc.

1 related to the Settlement. The Settling Parties agree that the Court has jurisdiction over the
2 Settlement pursuant to California Code of Civil Procedure, Section 664.6 or similar federal rule.

3
4
5 DATED: _____, 2019

6
7 _____
Marvin Morales

8 DATED: _____, 2019

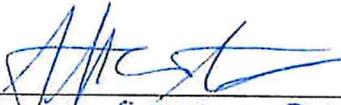
THE LAW OFFICE OF OMID NOSRATI

9
10 By: _____
Omid Nosrati

11 Attorneys for Plaintiff
12 Marvin Morales and the Class Members

13 DATED: 17 August, ²⁰¹⁰~~2019~~

HALCORE GROUP, INC. AND REV GROUP, INC.

14
15 By: 
16 Name: STEPHEN W. BRETTINGER
17 Title: GENERAL COUNSEL & SECRETARY

18 DATED: 8/20, 2019

VARNER & BRANDT, L.L.P.

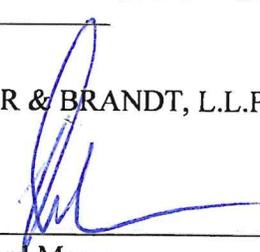
19
20 By: 
21 Richard Marca
22 Attorneys for Defendant
23 Halcore Group, Inc. and Rev Group, Inc.

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you are or were a non-exempt employee for Halcore Group, Inc. dba Leader Emergency Vehicles or REV Group, Inc. (collectively referred to as “Halcore”) at the South El Monte facility in the production warehouse at any time between May 17, 2013 through June 22, 2018, a class action settlement may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

- The Parties in the class action entitled *Marvin Morales v. Halcore Group, Inc., et al.*, United States District Court for the Central District of California, Case No. 2:17-cv-05876-TJH-SK (removed from Los Angeles Superior Court, Case No. BC661738) (the “Action”) have reached a settlement and it has been granted Preliminary Approval by the Court supervising the Action.
- The proposed Settlement will resolve all claims in this Action. The Court has ordered that this Class Notice be sent to you because you may be a member of the Class.
- The purpose of this Class Notice is to inform you of the Settlement of the Action and your legal rights and options under the Settlement.

Your Legal Rights and Options in this Settlement	
DO NOTHING	Receive an Individual Settlement Payment. If you received this Class Notice by mail and do not exclude yourself from the Settlement, you will receive a Settlement Share payment automatically without the need to return a claim form, after final judicial approval of the Settlement. You will give up any right to sue Halcore Group, Inc. dba Leader Emergency Vehicles and REV Group, Inc. (collectively referred to as “Halcore”) separately about the same and/or similar legal claims at issue in this Action (see page 7, Section 10 of this Class Notice). If you are a current Halcore non-exempt employee at the South El Monte facility in the production warehouse, your decision as to whether or not to participate in the Settlement will not affect your employment with Halcore. Halcore is prohibited by law from retaliating against any employee who participates in this Settlement.

QUESTIONS? CALL (____)____-_____

<p>MAIL-IN A WRITTEN EXCLUSION REQUEST</p>	<p>Exclude yourself from the Settlement and get no Settlement Share payment. If you want to opt-out of the Settlement, complete and submit a Request for Exclusion that includes your name, address, the last 4 digits of your social security number, telephone number, a clear statement that you do not wish to be included in the Settlement, and your signature. A Request for Exclusion that does not include all required information, or that is not timely submitted, will be disregarded. If you submit a valid and timely Request for Exclusion, you will not be able to participate in the Settlement or object to the Settlement and will not be bound by either the Settlement or the Judgment. To be considered timely, a Request for Exclusion must be postmarked no later than insert.</p>
<p>OBJECT</p>	<p>If you do not submit a Request for Exclusion, you may also object to the Settlement if you wish. To object, you must timely submit a written objection that includes your name, current address, telephone number, the last 4 digits of your social security number, the basis for any objection, and if represented by an attorney, the name and address of your attorney, to the Claims Administrator. To be considered timely, an objection must be postmarked no later than insert.</p>

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3

1. Why did I get this Class Notice?
2. What is this Action about?
3. What is a class action and who is involved?

THE CLAIMS IN THE ACTION PAGE 4

4. What does the Action complain about?
5. How does Halcore answer?
6. Has the Court decided who is right?
7. What is the Plaintiff asking for?

THE SETTLEMENT PAGE 4

8. Why is there a Settlement?
9. What does the Settlement provide?
10. What am I giving up in exchange for the settlement benefits?
11. How do I get a payment?
12. When will I get my payment?

WHO IS IN THE CLASS PAGE 7

13. Which current and former employees are included?
14. I'm still not sure if I am included.

YOUR RIGHTS AND OPTIONS PAGE 7

15. What happens if I do nothing at all?
16. How do I ask the Court to exclude me from the Class?

QUESTIONS? CALL (____)____-_____

- 17. What happens if I exclude myself from the Settlement?
- 18. What if I want to object to the Settlement?
- 19. What’s the difference between objecting and asking to be excluded?

THE LAWYERS IN THIS ACTION PAGE 9

THE LAWYER REPRESENTING YOU PAGE 9

- 20. Do I have a lawyer in this case?
- 21. Should I get my own lawyer?
- 22. How will the costs and attorney’s fees for the Action and the Settlement be paid?

THE FAIRNESS HEARING PAGE 10

- 23. When and where will the Court decide whether to approve the Settlement?
- 24. Address Change

GETTING MORE INFORMATION PAGE 10

BASIC INFORMATION

1. Why did I get this Class Notice?

You have received this Class Notice because Halcore’s company records indicate that you worked, or continue to work, for Halcore as a non-exempt employee at the South El Monte facility in the production warehouse during the Class Period of May 17, 2013 to June 22, 2018 (a “Class Member”). This Class Notice is designed to advise you of how you can participate in this Settlement or how you can exclude yourself from or object to this Settlement.

2. What is this lawsuit about?

Plaintiff Marvin Morales claims in his lawsuit that Halcore has violated a number of wage and hour laws. In particular, Plaintiff claims among other things that Halcore failed to provide meal periods no later than the fifth hour of work, failed to provide second meal periods when working shifts in excess of 10 hours, failed to provide rest periods, failure to pay wage premiums for delayed or missed meal periods, failed to pay wage premiums for delayed or non duty-free rest periods, failed to provide accurate and compliant pay stubs, failed to keep accurate payroll records, and failed to timely pay all final wages. Halcore denies all of these allegations and asserts that it has fully complied with all of its legal obligations. Both Plaintiff and Halcore believe that the Settlement is fair, adequate, and reasonable and is in the best interest of the members of the Settlement Class.

3. What is a class action and who is involved?

In a class action, one or more people sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The persons who file the lawsuit are called the Plaintiffs. The company they have sued (in this case Halcore) is called the Defendant. One court resolves the claims for everyone in the Class except for those people who choose to timely and validly exclude themselves from the Class. On [date of preliminary approval hearing], Judge

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Terry J. Hatter, Jr. of the United States District Court for the Central District of California, the judge assigned in this Action, issued an order preliminarily certifying the Class for settlement purposes.

THE CLAIMS IN THE ACTION

4. What does the Action complain about?

Plaintiff Marvin Morales claims in his Action that Halcore has violated a number of wage and hour laws. In particular, Plaintiff claims among other things that Halcore has failed to provide meal and rest periods; failed to provide accurate wage statements; and failed to timely pay all wages upon separation. Plaintiff also brought claims under the Business and Professions Code section 17200, et seq. and under the Private Attorneys General Act (“PAGA”),

5. How does Halcore answer?

Halcore denies that it did anything wrong and believes that it paid all non-exempt employees all wages owed, provided or paid for all of its non-exempt employees meal periods and rest periods, provided and kept accurate and compliant paystubs, and provided all wages owed at termination.

6. Has the Court decided who is right?

The Court has made no ruling on the merits of the Plaintiff’s claims and has determined only that certification of the Class for Settlement purposes only is appropriate under federal law.

7. What are the Plaintiffs asking for?

The Plaintiff in this Action wants all allegedly unpaid wages, wage premiums for allegedly missed meal periods and rest breaks, liquidated damages, interest and penalties for Class Members.

THE SETTLEMENT

8. Why is there a settlement?

Both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Halcore denies all of the claims in the Action. The Plaintiff and his attorneys (“Class Counsel”) believe the Settlement is in the best interests of all Class Members.

9. What does the Settlement provide?

Under the terms of the Settlement, Halcore agrees to pay a Gross Settlement Amount of Nine Hundred Thousand Dollars (\$900,000.00).

Deducted from this Gross Settlement Amount will be sums approved by the Court for Class Counsel’s Attorneys’ Fees in the Action of twenty-five (25%) percent of \$900,000.00, which is approximately \$225,000.00, actual costs incurred by Class Counsel in the Action (which is

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approximately \$24,452.60), subject to Court approval, a Class Representative Payment to the Plaintiff for his services as the Class Representatives not to exceed \$5,000.00, payment to the State of California Labor and Workforce Development Agency (“LWDA”) of \$37,500.00 (75% of \$50,000.00) for alleged penalties under the Private Attorneys’ General Act of 2004, and the fees and expenses of the Claims Administrator in an amount not to exceed \$15,000.00.

Separate and apart from the Gross Settlement Amount, Defendant has agreed to pay all employer taxes due on the wages portion of the Settlement Payments, including any required legal deductions for employer payroll obligations such as FICA, FUTA, SUTA.

The cash amount left (“Net Settlement Amount”) is available to pay Class Members who do not timely and validly opt-out of the Settlement (“Participating Class Members”). The Net Settlement Amount available for Participating Class Members is presently estimated to be \$599,047.40 which was calculated as follows:

-	\$900,000.00	(Maximum Payment Amount)
-	\$225,000.00	(Plaintiff’s Attorneys’ Fees)
-	\$24,452.60	(Plaintiff’s Litigation Costs)
-	\$5,000.00	(Class Representative’s Enhancement)
-	\$9,000.00	(Claims Administrator Fees – Estimate)
-	<u>\$37,500.00</u>	(Payment to the Labor Workforce and Development Agency)
-	\$599,047.40	(Net Settlement Amount)

These amounts may vary if the Court does not approve the requested amounts for Class Counsel’s attorneys’ fees, litigation costs or the Class Representative’s Payment. An approximate \$599,047.40 is currently estimated to be distributed to Participating Class Members.

In the event the number of Class Members is more than fifteen percent (15%) higher than the number of class members currently known, Halcore shall contribute additional funds to the Net Settlement Fund in proportion to the amount paid per Class Member, such that the addition of Class Members does not diminish the average distribution per Class Member.

The Claims Administrator has calculated each Class Member’s preliminary share of the Net Settlement Amount (“Preliminary Settlement Share”) as follows:

The Settlement Administrator will be provided with a breakdown of a Settlement Point system based on the time records of all Class Members and the total number of alleged violations per Shift for each Class Member (one maximum Settlement Point per alleged violation per Shift for a meal period claim and one maximum Settlement Point per alleged violation per Shift for a rest period claim per day) and will calculate the total aggregate number of Settlement Points of all Participating Class Members that were employed during the Class Period.

The number of Settlement Points for each Participating Class Member shall be divided by the total number of Points for all Participating Class Members (the “Settlement Point Amount”). The Settlement Point Amount shall then be multiplied by the amount of the Net Settlement Fund.

Calculation of Final Settlement Share for Payment: Following final approval of this Settlement on the Effective Date, the Settlement Share for each Participating Class Member shall be calculated using the same steps described above using the actual and final figures for the total Participating Class Members, Net Settlement Amount, Class Counsel Fees and Expenses Payment, Class Representative Payments, Settlement Administration Costs, and the PAGA Payment.

The amount of the Settlement Share you receive will depend on the number of valid Requests for Exclusion submitted, and may be larger or smaller depending on the final figures for Participating Class Members and the Net Settlement Amount.

Halcore's records indicate that the total number of shifts during which you actually worked at least 3.5 hours (shifts spent on leave or vacation are not counted) as a non-exempt employee during the Class Period is _____. In addition, Halcore's records indicate that your total number of Settlement Points during the Class Period is _____. Based on the foregoing formula, your Preliminary Settlement Share is approximately: \$insert

If you disagree with the total number of shifts or Settlement Points reflected on this Class Notice, you may state the basis of your disagreement and submit documentation supporting your position by no later than insert to the Claims Administrator at the following address: Halcore Settlement, c/o Phoenix Class Action Administration Solutions, 1411 N. Batavia St., Suite 105, Orange, CA 92863. Please be advised that the total number of shifts and Settlement Points listed above is presumed to be correct unless the documents you submit prove otherwise. Any decision by the Claims Administrator with regard to the disputes as to your total number of workweeks or shifts shall be final.

The Class Member's Settlement Share payments shall be considered 20 percent wage income and 80 percent non-wage income (penalties and interest). Nothing in this Class Notice or the Settlement is intended to be tax advice. Class Members are directed to consult with their own tax advisors concerning the tax consequences of the payments they receive.

10. What am I giving up in exchange for the Settlement Share payment?

If approved by the Court, the proposed Settlement will be binding on all Class Members who do not timely and validly opt out of the Settlement by submitting a valid and timely Request for Exclusion. If you do not timely and validly submit a Request for Exclusion to opt out of the Settlement and the Settlement is given final approval by the Court, you will release and lose the right to assert all settled claims as described herein below. The "Released Parties" means: Halcore and its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint ventures, affiliated organizations, insurers and assigns, and each of their past, present and future owners, officers, directors, employees, consultants, managers, members, shareholders, and agents and any other successor, assigns or legal representatives.

By agreeing to be part of the Settlement, you are agreeing to release the following claims you

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have against the Released Parties, including:

Any and all claims, debts, liabilities, demands, actions, or causes of actions of every nature and description that were alleged or that reasonably could have arisen out of the factual allegations contained in the Complaint (the “Complaint”) on file with this court including, but not limited to, claims for meal and rest period violations, waiting time penalties, itemized wage statement penalties, other penalties, attorneys' fees, and/or costs and all claims under the Private Attorneys General Act of 2004, and the Unfair Competition Law, arising from the claims described above within the Class Period (the “Claims”).

11. How do I get a payment?

If you received this Class Notice by mail, you will receive your Settlement Share payment automatically if you do not timely and validly exclude yourself (opt-out) from the Settlement.

12. When will I get my payment?

Settlement Share payments will be mailed to Participating Class Members who are eligible to receive benefits under the Settlement, after the Court approves the Settlement, and after time for appeals has ended and any appeals have been resolved. After the Court approves the Settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

WHO IS IN THE CLASS

13. Which current and former employees are included?

Non-exempt employees are in the Class as long as they were employed by Halcore at the South El Monte facility in the production warehouse at any time from May 17, 2013 through June 22, 2018.

Any employees who signed individual settlement agreements are not included in this Settlement, as they have already released their claims against Halcore for the claims alleged herein.

14. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the Claims Administrator or the Class Counsel at the phone number or address listed in Section 22 below.

YOUR RIGHTS AND OPTIONS

15. What happens if I do nothing at all?

You don't have to do anything now if you want to receive a share of the money from this Settlement between Halcore and the Plaintiff. By doing nothing, you stay in the Class and you keep the possibility of getting money that may come from this Settlement, and you give up any

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rights to sue Halcore separately about the claims referenced in Section 10 above.

16. How do I ask the Court to exclude me from the Class?

Class Members may exclude themselves (“opt-out”) from the Class by submitting a signed written Request for Exclusion to the Claims Administrator by mail to Halcore Settlement, c/o Phoenix Class Action Administration Solutions, 1411 N. Batavia St., Suite 105, Orange, CA 92863, on or before **insert**. To opt-out, your written Request for Exclusion must include your name (and former names, if any), current address, telephone number, the last four digits of your social security number, and clear statement that you do not wish to be included in the Settlement, and must be signed by you. Request for Exclusions that do not include all required information, or that are not submitted timely, will be disregarded. Persons who submit valid and timely Requests for Exclusion will not participate in the Settlement and will not be bound by either the Settlement or the Judgment.

17. What happens if I exclude myself from the Settlement?

If you exclude yourself now, you will not be bound by and will not get anything from the Settlement. If you timely and validly ask to be excluded, you will not get your Settlement Share payment and you cannot object to the Settlement. But you will not be prevented from asserting similar claims against Halcore as referenced in Section 10 above, subject to any defenses that Halcore may assert.

18. What if I want to object to the Settlement?

If you are a Class Member and believe that the Settlement should not be finally approved by the Court for any reason and want the Court to consider your objection, then on or before **insert**, you must mail a signed written objection containing your name, address, and telephone number, the case name (Marvin Morales v. Halcore Group, Inc., et al.) the factual and legal basis of your objection, whether you are represented by counsel, and if so, the name and address of your counsel, and whether you intend to appear at the Final Approval Hearing, to the Claims Administrator, at the address listed below.

Halcore Settlement
c/o Phoenix Class Action Administration Solutions
1411 N. Batavia St., Suite 105
Orange, CA 92863

An Objector who wishes to appear at the Final Approval Hearing should state in the objection “I intend to appear at the Final Approval Hearing”. Late objections will not be considered. DO NOT submit both a Request for Exclusion and an objection. If you submit both, the objection will be disregarded. Any attorney who will represent an individual objecting to the Settlement should file a notice of appearance with the Court and serve Class Counsel and Counsel for Halcore with such notice of appearance. All objections or other correspondence must state the name and number of the case, *Marvin Morales v. Halcore Group, Inc., et al.*, United States District Court for the Central District of California, Case No. 2:17-cv-05876-TJH-SK.

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19. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object and still stay in the Class. If your objection is overruled, you will be part of the Settlement, will release your claims and receive your Settlement Share payments.

Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Class. If you timely and validly exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

THE LAWYERS IN THIS ACTION

The lawyers for the Class are:	The lawyers for Halcore Group, Inc. dba Leader Emergency Vehicles and REV Group, Inc. are:
Omid Nosrati, Esq. The Law Office of Omid Nosrati 1801 Century Park East, Ste. 840 Los Angeles, California 90067	Richard Marca, Esq. Jeff T. Olsen, Esq. Varner & Brandt, LLP 3750 University Avenue, Suite 610 Riverside, CA 92501

THE LAWYER REPRESENTING YOU

20. Do I have a lawyer in this case?

The Court decided that The Law Office of Omid Nosrati is qualified to represent all Class Members. This law firm is called “Class Counsel.” Mr. Nosrati is experienced in handling similar cases against other employers. If you have any questions regarding the case or this Class Notice or you want to communicate with a lawyer representing the Plaintiff, you may contact them at:

Omid Nosrati, Esq.
The Law Office of Omid Nosrati
1801 Century Park East, Ste. 840
Los Angeles, California 90067
Tel: 310-553-5630
Fax: 310-553-5691

21. Should I get my own lawyer?

If you do not timely and validly opt-out of this Settlement, you do not need to hire your own lawyer because Class Counsel will be working on your behalf. If you timely and validly opt-out of the class and you start your own lawsuit against Halcore, you will have to hire your own lawyer for that lawsuit and you will have to prove your claims.

22. How will the costs and attorney's fees for the Action and the Settlement be paid?

Subject to Court approval, Halcore agrees to pay up to \$225,000.00 from the Gross Settlement Amount in attorney's fees, and to pay reasonable costs to Class Counsel. Subject to Court approval, Halcore also agrees to pay a Class Representative Payment up to \$5,000.00 out of the Gross Settlement Amount to Marvin Morales as an enhancement fee for his participation in this Action and for taking on the risk of litigation. The Court may award less than these amounts. Halcore shall pay the Claims Administrator's costs and fees associated with administering the Settlement in an amount up to \$15,000 out of the Gross Settlement Amount.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. If you have filed a valid objection on time, you may attend and ask to speak but you don't have to.

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to address final approval of the Settlement at the United States District Court for the Central District of California, located at 350 West 1st Street, Los Angeles, California 90012 in Courtroom 9B on **insert**, at **insert**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are any objections to the Settlement, the judge will consider them at that time. The Court will only listen to people who are authorized to speak at the hearing. At this hearing, the Court will also decide how much to pay Class Counsel for attorneys' fees and costs and how much to pay Plaintiff as a Class Representative enhancement fee.

24. Address Change

If you move before settlement payments are made, or if the address on this Class Notice is incorrect in any way, you must notify the Claims Administrator of your updated address to ensure your receipt of your Settlement Share.

GETTING MORE INFORMATION

This Class Notice only summarizes the Action and other related matters. For more information, you may review the Court's files at the Clerk's Office, United States District Court for the Central District of California, located at 350 West 1st Street, Los Angeles, California 90012, during business hours of each business day. If you receive this notice during the Covid-19 pandemic, please refer to the court's website at www.cacd.uscourts.gov and review the General Orders regarding access to court facilities, jury trials and other proceedings. You can also refer to the COVID-19 Notice for important information on courthouse access, court hearings, filing information and mandatory chambers copies. Any questions regarding this Class Notice should be sent to Class Counsel at the address and telephone number in listed in Section 20 above. If your address changes or is different from the one on the envelope enclosing this Class Notice, please promptly notify the Claims Administrator. Please note that your contact information was obtained for purposes of this Settlement only, by Order of the Court, and will not be utilized for

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any other purpose other than this pending Settlement. Counsel will use all reasonable means to protect your information.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.