

1 within thirty (30) calendar days after Preliminary Approval. The Class List will be formatted in a
2 readable Microsoft Office Excel spreadsheet and will include each Class Member's: (1) full name;
3 (2) last known mailing address; (3) last known telephone number (if available); (4) social security
4 number; (5) dates of employment as a Class Member (including all separations and re-hires during
5 the Class Period); and (6) such other information as is necessary for the Settlement Administrator
6 to be able to calculate individual Class Member Workweeks. Because social security numbers are
7 included in the list, the Settlement Administrator will maintain the list in confidence, and shall only
8 access and use the list to administer the Settlement in conformity with the Court's orders and as
9 needed for Class Counsel to discharge its fiduciary duties to the Class.

10 5. "Class" or "Class Member(s)" shall mean all individuals who worked for AccuFleet
11 International, Inc. as hourly-paid and/or non-exempt employees in California at any time during the
12 Class Period.

13 6. "Class Period" means January 31, 2016 through the date of Preliminary Approval of
14 the Settlement.

15 7. "Class Representatives" shall mean Plaintiffs Jose Diaz, Matthew Vigil, and Diana
16 Estrada.

17 8. "Class Representative Incentive Payments" shall mean the amounts to be paid to the
18 Class Representatives, as set forth in Paragraph 57 below, in addition to their Individual Settlement
19 Payments, in recognition of their efforts in assisting with the prosecution of the Action.

20 9. "Class Settlement" means the settlement and resolution of Class Released Claims.

21 10. "Court" shall mean the Los Angeles County Superior Court of California.

22 11. "Defendant" shall mean AccuFleet International, Inc.

23 12. "Defense Counsel" shall mean Katherine C. Den Bleyker and Samuel Knecht of
24 Lewis Brisbois Bisgaard & Smith LLP for Defendant AccuFleet International, Inc.

25 13. "Effective Date" shall mean the later of the following: (a) if no timely objections are
26 filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if
27 an objection is filed and not withdrawn, the date after the last day for filing an appeal from Final
28 Approval and no such appeal being filed; (c) if any timely appeals from Final Approval are filed,

1 the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms
2 of the Settlement.

3 14. "Employee PAGA Portion" shall mean the amount that is Twenty-Five percent
4 (25%) of the PAGA Penalties, in the amount of Twenty-Five Thousand Dollars and Zero Cents
5 (\$25,000.00), available for distribution to PAGA Members.

6 15. "Final Approval" shall mean the Court entering an order granting final approval of
7 the Settlement.

8 16. "Final Approval Hearing" shall mean the hearing at which the Court will consider
9 and determine whether the Settlement should be granted Final Approval.

10 17. "Gross Settlement Amount" shall mean the amount of Seven Hundred Seventy-Five
11 Thousand Dollars and Zero Cents (\$775,000.00) to be paid by Defendant in full resolution of all
12 Class Released Claims, PAGA Released Claims, and the Action, which is inclusive of the Class
13 Counsel's Fees and Costs, Class Representative Incentive Payments, Settlement Administration
14 Costs, PAGA Penalties (consisting of LWDA Payment and Employee PAGA Portion), Individual
15 Settlement Shares. Defendant shall pay the Employer Taxes in addition to the Gross Settlement
16 Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement
17 Amount will return to Defendant.

18 18. "Individual PAGA Payment" shall mean the amount payable from the Employee
19 PAGA Portion to each PAGA Member.

20 19. "Individual Settlement Payment" shall mean the amount payable from the Net
21 Settlement Amount to each Participating Class Member, after reduction of the employee's share of
22 taxes and withholdings with respect to the wage portion of the Individual Settlement Share as
23 provided in Paragraph 61 below. Individual Settlement Payments shall be paid by a settlement check
24 made payable to Participating Class Members.

25 20. "Individual Settlement Share" shall mean the *pro rata* share of the Net Settlement
26 Amount that a Class Member may be eligible to receive under the Amended Settlement
27 Agreement, to be calculated in accordance with Paragraph 61.

28 21. "LWDA" shall mean the California Labor and Workforce Development Agency.

1 22. “LWDA Payment” shall mean the amount that is Seventy-Five percent (75%) of the
2 PAGA Penalties, in the amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), to
3 be paid to the LWDA.

4 23. “Net Settlement Amount” shall mean the portion of the Gross Settlement Amount
5 that is available for distribution to Participating Class Members after the following amounts are
6 deducted from the Gross Settlement Amount: (1) Class Counsel’s Fees and Costs, (2) Settlement
7 Administration Costs, (3) Class Representative Incentive Payments to Plaintiffs, and (4) PAGA
8 Penalties to be paid to the LWDA and PAGA Members.

9 24. “Class Notice” shall mean the Notice of Class Action Settlement, substantially in the
10 form attached hereto as “**Exhibit A**,” that will be mailed to Class Members’ last known addresses
11 and which will provide Class Members with information regarding the Action and information
12 regarding the Settlement of the Action. The Class Notice shall include a Spanish translation.

13 25. “PAGA” shall mean the Private Attorneys General Act of 2004 pursuant to
14 California Labor Code Section 2698, *et seq.*

15 26. “PAGA Member” or “PAGA Members” shall mean all individuals who worked
16 for AccuFleet International, Inc. as hourly-paid and/or non-exempt employees in California at any
17 time during the PAGA Period.

18 27. “PAGA Penalties” shall mean the amount that the Parties have agreed to allocate as
19 civil penalties in order to settle claims arising under PAGA. The Parties have agreed to allocate One
20 Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount as PAGA
21 Penalties. Seventy-Five percent (75%) of the PAGA Penalties in the amount of Seventy-Five
22 Thousand Dollars and Zero Cents (\$75,000.00) shall be paid directly to the LWDA (i.e., the LWDA
23 Payment) in accordance with Labor Code §§ 2698 *et seq.* The remaining Twenty-Five percent (25%)
24 of the PAGA Penalties in the amount of Twenty-Five Thousand Dollars and Zero Cents
25 (\$25,000.00), shall be distributed to PAGA Members (collectively, the amount is the “Employee
26 PAGA Portion” and individually these payments are “Individual PAGA Payment(s)”). PAGA
27 Members will receive an Individual PAGA Payment regardless of their decision to participate in the
28 Settlement if the PAGA Penalties are approved by the Court.

1 28. “PAGA Period” shall mean the time period between November 27, 2018 through the
2 date of preliminary approval of the settlement.

3 29. “PAGA Released Claims” shall mean all claims, demands, rights, liabilities and
4 causes of action for penalties under California Labor Code Private Attorneys General Act of 2004
5 against the Released Parties, based on the letter to the Labor & Workforce Development Agency on
6 November 27, 2019, that arose during the PAGA Period, including but not limited to claims for civil
7 penalties for violations of Labor Code 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552,
8 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Wage Orders of the Industrial
9 Welfare Commission, including but not limited to Industrial Welfare Commission Wage Order Nos.
10 4-2001 and 9-2001, and all related claims for attorneys’ fees and costs.

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

12 31. “PAGA Workweeks” shall mean the number of weeks of employment for each
13 PAGA Member as hourly-paid and/or non-exempt employees during the PAGA Period. The
14 Settlement Administrator will calculate the number of PAGA Workweeks by calculating the number
15 of days each PAGA Member was employed during the PAGA Period and dividing by seven (7).

16 32. “Parties” shall mean Plaintiffs and Defendant as defined above.

17 33. “Participating Class Members” shall mean all Class Members who do not submit a
18 valid and timely Request for Exclusion.

19 34. “Plaintiffs” shall mean Jose Diaz, Matthew Vigil, and Diana Estrada.

20 35. “Preliminary Approval” shall mean the Court entering an order granting preliminary
21 approval of the Settlement.

22 36. “Objection” shall mean a Class Member’s complete and timely written objection to
23 the Class Settlement. For an Objection to be complete, it must include: (a) the Participating Class
24 Member’s full name, address, telephone number, last four digits of his or her Social Security
25 number, and signature; (b) the title of the Action or something similar to the title of the Action (e.g.,
26 “Jose Diaz, et al. v. AccuFleet International, Inc.,”) (c) a written statement of all grounds for the
27 objection accompanied by legal support, if any, for such objection; (d) whether the Participating
28 Class Member intends to appear at the Final Approval Hearing, either in person or through counsel;

1 and (e) if represented by separate counsel, the name, address, bar number, and telephone number of
2 the Participating Class Member’s representing attorney. For an Objection to be timely, it must be
3 post-marked by the Response Deadline and received by the Settlement Administrator.

4 37. “Class Released Claims” shall collectively mean any and all claims, demands, rights,
5 liabilities and causes of action that were pled in Plaintiffs’ Operative Complaint, or which could
6 have been pled in the Operative Complaint based on the factual allegations therein, that arose during
7 the Class Period, including but not limited to causes of action for failure to pay overtime wages (Cal.
8 Lab. Code §§ 204, 510, 1194, 1197, 1198, and applicable provisions of the relevant Industrial Wage
9 Order); failure to provide meal periods and associated premium payments (Cal. Lab. Code §§ 226.7,
10 512, and applicable provisions of the relevant Industrial Wage Order); failure to provide rest periods
11 and associated premium payments (Cal. Lab. Code §§ 226.7, 512, 516, and applicable provisions of
12 the relevant Industrial Wage Order); failure to pay minimum wage (Cal. Lab. Code §§ 558, 1194,
13 1197, 1197.1, 1198 and applicable provisions of the relevant Industrial Wage Order); failure to
14 timely pay wages upon termination of employment and waiting time penalties (Cal. Lab. Code §§
15 201, 202, 203); failure to timely pay wages during employment (Cal. Lab. Code §§ 204); failure to
16 furnish accurate wage statements (Cal. Lab. Code § 226, *et seq.*); failure to keep requisite payroll
17 records (Cal. Lab. Code § 1174); failure to reimburse business expenses (Cal. Lab. Code §§2800,
18 2802); all claims for unfair competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), and all claims
19 for attorneys’ fees and costs relating to the Class Claims, that could have been premised on the facts,
20 claims, causes of action or legal theories described above or that could have been premised on the
21 facts, claims, causes of action or legal theories described above.

22 38. “Released Parties” shall mean Defendant and each of its parent companies,
23 subsidiaries, affiliates, d/b/a’s, current and former management companies, shareholders, members,
24 owners, agents (including without limitation, any investment bankers, accountants, insurers,
25 reinsurers, attorneys and any past, present or future officers, directors and employees) and any of its
26 predecessors, successors, and assigns.

27 39. “Request for Exclusion” shall mean a valid and timely written statement submitted
28 by a Class Member requesting to be excluded from the Class Settlement. To be valid, the Request

1 for Exclusion must contain: (a) the Class Member’s full name, address, telephone number, and the
2 last four digits of the Class Member’s Social Security number, signature, and date; and (b) a clear
3 statement referencing the case title of the Action and requesting to be excluded from the settlement
4 of the class claims similar to the following: “I wish to exclude myself from the class settlement
5 reached in the matter of *Jose Diaz, et al. v. AccuFleet International, Inc.* I understand that by
6 excluding myself, I will not receive an Individual Settlement Payment consisting of payment for my
7 release of class claims from the settlement.” To be timely, the Request for Exclusion must be post-
8 marked by the Response Deadline and received by the Settlement Administrator.

9 40. “Response Deadline” shall mean the date that is forty-five (45) days after the
10 Settlement Administrator mails the Class Notice to Class Members and the last date on which Class
11 Members may submit Requests for Exclusion, written Objections to the Class Settlement, or
12 Workweek disputes. In the event the 45th day falls on a Sunday or Federal holiday, the Response
13 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
14 Deadline for Requests for Exclusion or Objections will be extended fifteen (15) calendar days for
15 any Class Member who is re-mailed a Class Notice by the Settlement Administrator, unless the 15th
16 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to
17 the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended
18 by express agreement between Class Counsel and Defendant. Under no circumstances, however,
19 will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

20 41. “Settlement Administrator” shall mean Phoenix Class Action Administration
21 Solutions, or any other third-party class action settlement administrator agreed to by the Parties and
22 approved by the Court for purposes of administering this Settlement. The Parties each represent that
23 they do not have any financial interest in the Settlement Administrator or otherwise have a
24 relationship with the Settlement Administrator that could create a conflict of interest.

25 42. “Settlement Administration Costs” shall mean the costs payable from the Gross
26 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering
27 this Settlement, including, but not limited to, printing, distributing, and tracking documents for this
28 Settlement, calculating/confirming the class member Workweeks from the information contained in

1 the Class List, calculating each Participating Class Member’s Individual Settlement Share and
2 Individual Settlement Payment, calculating each PAGA Member’s Individual PAGA Payment, tax
3 reporting, distributing payments due under the Settlement, providing necessary reports and
4 declarations, and other duties and responsibilities set forth herein to process this Settlement, and as
5 requested by the Parties or the Court. Settlement Administration Costs shall not exceed Ten
6 Thousand Dollars (\$10,000).

7 43. “Workweeks” shall mean the number of weeks each Class Member worked at
8 AccuFleet International, Inc. as an hourly-paid and/or non-exempt employee in California during
9 the Class Period. The Settlement Administrator will calculate the number of Workweeks by
10 calculating the number of days each Class Member worked at AccuFleet International, Inc. during
11 the Class Period and dividing by seven (7).

12 **RECITALS**

13 44. On November 27, 2019, Plaintiff Jose Diaz provided written notice by certified mail
14 to the Labor and Workforce Development Agency and Defendant of the specific provisions of the
15 California Labor Code that were allegedly violated, a true and correct copy of which is attached
16 hereto as “**Exhibit B.**”

17 45. On January 31, 2020, Plaintiffs Jose Diaz, Matthew Vigil, and Diana Estrada
18 commenced the Action by filing a Class Action Complaint for Damages & Enforcement Under the
19 Private Attorneys General Act, California Labor Code § 2698, Et Seq.

20 46. On July 29, 2020, Plaintiffs filed a First Amended Class Action Complaint for
21 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §2698,
22 Et. Seq. (“Operative Complaint”) alleging eleven (11) causes of action against Defendant for failure
23 to properly pay minimum and overtime wages, provide compliant meal and rest periods and
24 associated premium payments, timely pay wages during employment and pay associated waiting-
25 time penalties, timely pay wages upon termination of employment, provide compliant wage
26 statements, maintain complete and accurate payroll records, reimburse necessary business-related
27 expenses, for unfair business practices (pursuant to California Business and Professions Code
28 Section 17200 et seq.), and civil penalties (pursuant to PAGA).

1 Penalties to be paid to the LWDA and PAGA Members, and (5) the Individual Settlement Shares to
2 Participating Class Members. Any employer-side payroll taxes due on the Individual Settlement
3 Shares, shall be paid by Defendant separately from and in addition to the Gross Settlement Amount.
4 Aside from the employer-side payroll taxes noted, or at the option of Defendant as specified in
5 Paragraph 53 below, Defendant shall not be required under any circumstances to pay more than the
6 Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the
7 Gross Settlement Amount will revert to Defendant.

8 53. Defendant's Option to Increase the Gross Settlement Amount. As of September 22,
9 2021, Defendant represented that the number of total Workweeks through September 22, 2021 was
10 Eight Thousand Eight Hundred Thirty-Nine (8,839). If the actual number of Workweeks during the
11 Class Period as of September 22, 2021 is more than Ten Percent (10%) greater than this estimate
12 (i.e., if the actual Workweeks during the Class Period as of September 22, 2021 is greater than Nine
13 Thousand Seven Hundred Twenty Two and Nine Tenths (9,722.90), then Defendant shall, in its sole
14 discretion, have the option to either:

- 15 (a) de-escalate the Settlement so that the Class Period and PAGA Period
16 end on the date that the total Workweeks add up to 9,722.90; or
- 17 (b) permit the Gross Settlement Amount as defined in Paragraph 17
18 above to be increased on a proportional basis for Workweeks in
19 excess of Nine Thousand Seven Hundred Twenty-Two and Nine
20 Tenths (9,722.90).

21 54. Funding of the Gross Settlement Amount. Within twenty-one (21) calendar days of
22 the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount into a
23 Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant
24 shall provide all information necessary for the Settlement Administrator to calculate necessary
25 payroll taxes including its official name, eight (8) digit state unemployment insurance tax ID
26 number, and other information requested by the Settlement Administrator, no later than seven (7)
27 calendar days of the Effective Date.

28

1 55. Distribution of the Gross Settlement Amount. Within fourteen (14) calendar days of
2 the funding of the Settlement, the Settlement Administrator will issue the following payments: (1)
3 Individual Settlement Payment checks to all Participating Class Members and Individual PAGA
4 Payment checks to all PAGA Members; (2) LWDA Payment to the LWDA; (3) the Class
5 Representative Incentive Payments to Plaintiffs; (4) Class Counsel’s Fees and Costs to Class
6 Counsel, and (5) Settlement Administration Costs to the Settlement Administrator.

7 56. Class Counsel’s Fees and Costs. Defendant agrees not to oppose or impede any
8 application or motion by Class Counsel for attorneys’ fees of up to thirty five percent (35%) of the
9 Gross Settlement Amount in the amount of Two Hundred Seventy-One Thousand Two Hundred
10 Fifty Dollars (\$271,250) plus the reimbursement of actual costs and expenses associated with Class
11 Counsel’s litigation and settlement of the Action, in an amount not to exceed Twenty Five Thousand
12 Dollars (\$25,000), subject to Court approval, which will be paid from the Gross Settlement Amount.
13 Any portion of the requested fees or costs that is not awarded by the Court to Class Counsel shall
14 become part of the Net Settlement Amount and distributed to Participating Class Members as
15 provided in this Agreement. Any adjustments made by the Court to the requested fees and costs
16 shall not be deemed a material modification of this Agreement.

17 57. Class Representative Incentive Payments. Defendant agrees not to oppose or object
18 to any application or motion by Plaintiffs for Class Representative Incentive Payments of Seven
19 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each, for a total of Twenty-Two
20 Thousand Five Hundred Dollars and Zero Cents (\$22,500.00). The Class Representative Incentive
21 Payment to Plaintiffs is in exchange for the Released Claims, General Release of Plaintiffs’
22 individual claims, and for Plaintiffs’ time, effort, and risk in bringing and prosecuting the Action.
23 Any adjustments made by the Court to the requested Class Representative Incentive Payments shall
24 not be deemed a material modification of this Agreement. In the event that the Court reduces or does
25 not approve the requested Class Representative Incentive Payments, the Amended Settlement
26 Agreement remains in full force and effect; Plaintiffs shall not have the right to revoke the
27 Agreement for that reason; it shall remain binding; and any portion of the requested Class
28 Representative Incentive Payments that are not awarded to the Class Representatives shall become

1 part of the Net Settlement Amount and distributed to Participating Class Members as provided in
2 this Agreement.

3 58. Settlement Administration Costs. The Settlement Administrator will be paid for the
4 reasonable costs of administration of the Settlement and distribution of payments from the Gross
5 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not
6 exceed Ten Thousand Dollars (\$10,000). To the extent that Settlement Administration Costs are less
7 than Ten Thousand Dollars (\$10,000), the difference between Ten Thousand Dollars (\$10,000) and
8 the actual costs of settlement administration shall become part of the Net Settlement Amount and
9 distributed to Participating Class Members as provided in this Agreement.

10 59. PAGA Penalties. One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of
11 the Gross Settlement Amount shall be allocated from the Gross Settlement Amount for settlement
12 of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five
13 percent (75%) of the PAGA Penalties, or Seventy-Five Thousand Dollars and Zero Cents
14 (\$75,000.00), to the LWDA (i.e., the LWDA Payment). The remaining twenty-five percent (25%)
15 of the PAGA Penalties, or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (i.e., the
16 Employee PAGA Portion), will be distributed to PAGA Members on a *pro rata* basis based on the
17 total number of PAGA Workweeks. PAGA Members shall receive their portion of the PAGA
18 Penalties regardless of their decision to opt-out of the Class Settlement.

19 60. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount
20 will be distributed to Participating Class Members through Individual Settlement Shares in
21 accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

22	Gross Settlement Amount	\$ 775,000.00
23	Class Representative Incentive Payments:	\$ 22,500 total (\$7,500 X 3)
24	Class Counsel's Fees:	\$ 271,250.00
25	Class Counsel's Costs:	\$ 25,000.00
26	PAGA Penalties:	\$ 100,000.00
27	Settlement Administration Costs:	\$ 10,000.00
28	Estimated Net Settlement Amount:	\$ 346,250.00

1 61. Calculations of Payments to Participating Class Members and PAGA Members.

2 (a) Calculation of Individual Settlement Shares. The Settlement
3 Administrator will determine the total number of Workweeks for each Participating Class
4 Member and the total aggregated number of Workweeks worked by all Participating Class
5 Members during the Class Period. The Settlement Administrator will be provided with such
6 information, by Defendant, as is necessary to calculate each Participating Class Member's
7 Workweeks and the aggregated number of Workweeks. The amount that each Participating
8 Class Member will be eligible to receive will be calculated by dividing each Participating
9 Class Member's individual Workweeks by the total Workweeks of all Participating Class
10 Members, and multiplying the resulting fraction by the Net Settlement Amount.

11 (b) Calculation of Individual PAGA Payments. The Settlement
12 Administrator will determine the total number of PAGA Workweeks for each PAGA
13 Member and the total aggregated number of PAGA Workweeks worked by all PAGA
14 Members during the PAGA Period. The Settlement Administrator will be provided with such
15 information, by Defendant, as is necessary to calculate each PAGA Member's PAGA
16 Workweeks and the aggregated number of PAGA Workweeks. The amount that each PAGA
17 Member will receive will be calculated by dividing each PAGA Member's individual PAGA
18 Workweeks by the total PAGA Workweeks of all PAGA Members, and multiplying the
19 resulting fraction by the Employee PAGA Portion. PAGA Members shall receive their
20 Individual PAGA Payment regardless of whether they opt out of the Class Settlement.

21 (c) Tax Allocation of Individual Settlement Payments and Individual
22 PAGA Payments. All Individual Settlement Shares will be allocated as follows: thirty-three
23 and one third percent (33.33%) of each Individual Settlement Share will be allocated as
24 wages, and sixty-six and two thirds percent (66.66%) shall be allocated as interest, penalties,
25 and non-wage damages. The portion of the Individual Settlement Shares allocated to wages
26 will be reported by the Settlement Administrator on an IRS Form W-2. The Individual
27 PAGA Payments are non-wage payments that will be reported on an IRS Form-1099 by the
28 Settlement Administrator (if required).

1 62. No Credit Toward Benefit Plans. The payments made to Plaintiffs, Participating
2 Class Members, and PAGA Members under this Settlement, will not be utilized to calculate any
3 additional benefits under any benefit plans to which any Class Members may be eligible, including,
4 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
5 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that
6 this Amended Settlement Agreement will not affect any rights, contributions, or amounts to which
7 any Class Members may be entitled under any benefit plans.

8 63. Settlement Administration Process. The Parties agree to cooperate in the
9 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
10 and expenses incurred in administration of the Settlement. The Settlement Administrator will
11 provide the following services:

- 12 (a) Establish and maintain a Qualified Settlement Fund.
- 13 (b) Calculate the Individual Settlement Payment that each Participating Class
14 Member shall receive and the Individual PAGA Payment that each PAGA
15 Member shall receive.
- 16 (c) Print and mail the Class Notice.
- 17 (d) Perform address searches as detailed in Paragraph 66, including conduct
18 additional address searches and skip traces for mailed Class Notices that are
19 returned as undeliverable.
- 20 (e) Process Requests for Exclusion, Objections, calculate Participating Class
21 Members' Individual Settlement Payments and PAGA Members' Individual
22 PAGA Payments, field inquiries or disputes from Class Members. This service
23 will include payment calculations, printing and issuance of settlement payment
24 checks, and preparation of any necessary IRS W2 and 1099 Tax Forms. Basic
25 accounting for and payment of employee tax withholdings will also be included
26 as part of this service.
- 27 (f) Inform Defendant of its employer-side payroll tax liability and making all
28 necessary deposits and payments to the necessary taxing authorities for the

- 1 payments received for employer-share of payroll taxes.
- 2 (g) Supply Class Counsel with a draft declaration at the conclusion of the opt-out
- 3 period.
- 4 (h) Provide declarations and/or other information to this Court as requested by the
- 5 Parties and/or the Court.
- 6 (i) Provide weekly status reports to counsel for the Parties.
- 7 (j) Posting a notice of final judgment, after entry of the judgment, online at the
- 8 Settlement Administrator’s website for a period of sixty (60) days pursuant to
- 9 California Rule of Court 3.769.

10 64. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,

11 Defendant will provide the Class List to the Settlement Administrator.

12 65. Class Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after

13 receiving the Class List from Defendant, the Settlement Administrator will mail the Class Notice to

14 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing

15 addresses identified in the Class List.

16 66. Confirmation of Contact Information in the Class List. Prior to mailing the Class

17 Notice, the Settlement Administrator will perform a search based on the National Change of Address

18 Database for information to update and correct for any known or identifiable address changes to the

19 mailing addresses identified in the Class List. Any Class Notice returned to the Settlement

20 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via

21 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement

22 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address

23 is provided, the Settlement Administrator will promptly attempt to determine the correct address

24 using a skip-trace, or other comparable search database, using the name, address and/or Social

25 Security number of the Class Member involved, and will then re-mail the Class Notice. If any Class

26 Notice sent to a Class Member who is a current employee is returned to the Settlement Administrator

27 as undeliverable, then, the Settlement Administrator shall request that Defendant undertake

28 reasonable efforts to obtain the current address from the Class Member and provide the same within

1 seven (7) calendar days of notice from the Settlement Administrator. Those Class Members to whom
2 a Class Notice is re-mailed, whether by skip-trace or by request, will have their Response Deadline
3 extended by an additional fifteen (15) calendar days.

4 67. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice
5 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
6 principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class
7 Member worked for Defendant during the Class Period; (e) the total number of Workweeks each
8 respective PAGA Member worked for Defendant during the PAGA Period; (f) the estimated
9 Individual Settlement Share he or she is eligible to receive and the formula for calculating the
10 Individual Settlement Share; (g) the estimated Individual PAGA Payment he or she is eligible to
11 receive and the formula for calculating the Individual PAGA Payment; (h) the dates which comprise
12 the Class Period and PAGA Period; (i) the deadlines by which the Class Member must postmark
13 Requests for Exclusion, Objections to the Class Settlement, or Workweek disputes; (j) the claims to
14 be released, as set forth herein; and (k) the Final Approval Hearing date, time, and location.

15 68. Workweeks Dispute. Class Members will have an opportunity to dispute the number
16 of Workweeks which they have been credited in writing. Such disputes must: (a) contain the Class
17 Member's full name, address, telephone number, and the last four digits of the Class Member's
18 Social Security number, signature, and date; (b) contain a clear statement explaining that the Class
19 Member disputes the number of Workweeks credited to him or her and the reasons for doing so; (c)
20 the number of Workweeks the Class Member contends is correct; and (d) if available, attach
21 documentation to support the Class Member's position. The date of the postmark on the return
22 mailing envelope receipt confirmation will be the exclusive means to determine whether a
23 Workweeks dispute has been timely submitted. All Workweeks disputes must be submitted to the
24 Settlement Administrator, who will certify jointly to Class Counsel and Defense Counsel the
25 Workweeks dispute were timely submitted. Absent evidence rebutting Defendant's records,
26 Defendant's records will be presumed determinative. However, if a Class Member produces
27 evidence contrary to Defendant's records by the Response Deadline, the Settlement Administrator
28 shall notify Class Counsel and Defense Counsel to discuss and resolve the dispute, including

1 providing all available relevant information to all counsel. The Parties will resolve all disputes
2 jointly, which shall be final and binding on any Class Member disputing Workweeks, and shall
3 thereafter instruct the Settlement Administrator how to proceed in processing the dispute. If the
4 Parties cannot reach an agreement, disputes shall be referred to the Settlement Administrator for a
5 determination and if the dispute remains unresolved after that, the dispute shall be submitted to the
6 Court for final determination. All such disputes are to be resolved or submitted to the Court for not
7 later than fourteen (14) calendar days after the Response Deadline.

8 69. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
9 Class Settlement must sign and postmark a written Request for Exclusion to the Settlement
10 Administrator by the Response Deadline. The Request for Exclusion must include: (a) the Class
11 Member's full name, address, telephone number, and the last four digits of the Class Member's
12 Social Security number, signature, and date; and (b) a clear statement requesting to be excluded
13 from the Class Settlement. The date of the postmark on the return mailing envelope receipt
14 confirmation will be the exclusive means to determine whether a Request for Exclusion has been
15 timely submitted. All Requests for Exclusion must be submitted to the Settlement Administrator,
16 who will certify jointly to Class Counsel and Defense Counsel the Requests for Exclusion that were
17 timely submitted. All Class Members who do not request exclusion from the Class Settlement will
18 be bound by the Class Settlement if the Settlement is granted final approval by the Court. All PAGA
19 Members will be bound to the PAGA Settlement regardless of whether or not they submit a valid
20 and timely Request for Exclusion.

21 70. Defendant's Right to Rescind. If ten percent (10%) or more of the Class Members
22 elect not to participate in the Settlement, Defendant may, at its own individual election, rescind the
23 Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must
24 meet and confer with Class Counsel prior to exercising this right and must make clear its intent to
25 rescind the Agreement within thirty (30) calendar days of the Response Deadline. If Defendant
26 exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement
27 Administration Costs incurred to the date of rescission.

28

1 71. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
2 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
3 Request for Exclusion will be bound by all of its terms, including those pertaining to the Class
4 Released Claims, as well as any judgment that may be entered by the Court if it grants Final
5 Approval to the Settlement.

6 72. Objection Procedures. To object to the Class Settlement in writing, a Participating
7 Class Member must postmark a complete Objection to the Settlement Administrator on or before
8 the Response Deadline. The Objection must be signed by the Participating Class Member and
9 contain all information required by this Agreement including: (a) the Participating Class Member's
10 full name, address, telephone number, last four digits of his or her Social Security number, and
11 signature; (b) the case title of the Action; (c) a written statement of all grounds for the objection
12 accompanied by legal support, if any, for such objection; (d) whether the Participating Class
13 Member intends to appear at the Final Approval Hearing, either in person or through counsel; and
14 (e) if represented by separate counsel, the name, address, bar number, and telephone number of the
15 Participating Class Member's representing attorney. The postmark date will be deemed the
16 exclusive means for determining that the Objection is timely. Participating Class Members who fail
17 to object in the manner specified above will be foreclosed from making a written Objection, but
18 shall still have a right to appear at the Final Approval Hearing in order to orally present his or her
19 objection to the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise
20 encourage Participating Class Members to submit objections to the Settlement or appeal from Final
21 Approval of the Settlement. Class Counsel will not represent any Class Members with respect to
22 any objections to the Settlement.

23 73. Certification Reports. The Settlement Administrator will provide Defense Counsel
24 and Class Counsel a weekly report which certifies: (a) the number of Class Members who have
25 submitted Requests for Exclusion; (b) the number of re-mailed and/or undeliverable Class Notices;
26 and (c) whether any Class Member has submitted a challenge to any information contained in the
27 Class Notice. Additionally, the Settlement Administrator will provide to counsel for all Parties any
28 updated reports regarding the administration of the Amended Settlement Agreement as needed or

1 requested.

2 74. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to
3 Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty
4 (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her
5 check within 180 days, the check will be cancelled. Pursuant to California Code of Civil Procedure
6 Section 384, all funds associated with such cancelled checks will be transmitted to Legal Aid at
7 Work. The Parties each represent that they do not have any significant affiliation or involvement
8 with the proposed cy pres recipient. The Settlement Administrator may, as necessary, undertake
9 amended and/or supplemental tax filings and reporting, required under applicable local, state, and
10 federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment
11 checks. To the extent that the Settlement Administrator is able to obtain or receive the return or re-
12 fund of the amounts that were transmitted to taxing authorities for the employer's and employee's
13 share of taxes, contributions, and/or withholding associated with cancelled Individual Settlement
14 Payments, all such amounts shall also be transmitted to Legal Aid at Work. Settlement Class
15 Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound
16 by this Amended Settlement Agreement.

17 75. Administration of Taxes by the Settlement Administrator. The Settlement
18 Administrator will be responsible for issuing to the Plaintiffs, Participating Class Members, PAGA
19 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
20 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for
21 forwarding all payroll taxes and penalties to the appropriate government authorities.

22 76. Tax Liability. Defendant makes no representation as to the tax treatment or legal
23 effect of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA
24 Members are not relying on any statement, representation, or calculation by Defendant or by the
25 Settlement Administrator in this regard. Plaintiffs, Participating Class Members, and PAGA
26 Members understand and agree that except for Defendant's payment of the employer's portion of
27 any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed
28 on the payments described herein. Defendant's share of any employer-side payroll taxes and other

1 required employer withholdings due on the Individual Settlement Shares, including, but not limited
2 to, Defendant’s FICA and FUTA contributions (“Employer Taxes”), shall be paid separate and apart
3 from the Gross Settlement Amount.

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

20 78. Release by Participating Class Members, PAGA Members, the LWDA and the State
21 of California. It is the desire of Plaintiffs, Participating Class Members, and Defendant to fully,
22 finally, and forever settle, compromise, and discharge the claims asserted in the Operative
23 Complaint. Upon the funding of the Gross Settlement Amount, in exchange for the consideration
24 set forth in this Agreement, Participating Class Members shall fully release and discharge the
25 Released Parties from any and all Class Released Claims for the Class Period. This release shall be
26 binding on all Participating Class Members, including each of their respective attorneys, agents,
27 spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall
28 inure to the benefit of the Released Parties, who shall have no further or other liability or obligation

1 to any Class Member with respect to the Released Claims, except as expressly provided herein. All
2 PAGA Members, regardless of whether they submit timely and valid Requests for Exclusion from
3 the Settlement Class, will release all PAGA Released Claims for the PAGA Period. The State of
4 California and the LWDA will also release all PAGA Release Claims, as well as all claims that
5 could have been premised on the claims, causes of action or legal theories described the Operative
6 Complaint.

7 79. Release of Additional Claims & Rights by Plaintiffs. Upon the Effective Date, and
8 as a condition of receiving any portion of the Class Representative Incentive Payments, Plaintiffs
9 will agree to the additional following General Release: In consideration of Defendant's promises
10 and agreements as set forth herein, Plaintiffs hereby release all claims related to their employment
11 or alleged employment with the Released Parties including all claims alleged in the Action, and all
12 claims known and unknown, without exception, except as may be prohibited by law. Specifically,
13 Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which
14 provides:

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

20 This release specifically excludes claims for unemployment insurance, disability, social
21 security, and workers' compensation (with the exception of claims arising pursuant to California
22 Labor Code Sections 132(a) and 4553).

23 80. Nullification of Agreement. In the event that: (a) the Court does not finally approve
24 the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this
25 Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for
26 any other reason, then this Agreement, and any documents generated to bring it into effect, will be
27 null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties
28 shall be returned to their original respective positions. Any order or judgment entered by the Court

1 in furtherance of this Agreement will likewise be treated as void from the beginning. Pursuant to
2 California Evidence Code § 1152, this Agreement is inadmissible in any proceeding, except a
3 proceeding to approve, interpret, or enforce this Agreement. If Final Approval does not occur, the
4 Parties agree that this Agreement is void, and remains protected by California Evidence Code
5 § 1152. Should the Court fail to approve this Agreement for any reason, the Parties agree that they
6 will return to and attend mediation with mediator Eve Wagner in an effort to reach an agreement
7 that may be approved by the Court.

8 81. Preliminary Approval Hearing. Plaintiffs will file an unopposed Motion before the
9 Court to request Preliminary Approval of the Agreement, and the entry of a Preliminary Approval
10 order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary
11 Approval of the proposed Agreement, and (c) setting a date for a Final Approval/Settlement Fairness
12 Hearing. The Preliminary Approval order will provide for the Class Notice to be sent to all Class
13 Members as specified herein. In conjunction with the Preliminary Approval Motion, Plaintiffs will
14 submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed
15 Class Notice attached as “**Exhibit A.**” Class Counsel will be responsible for drafting all documents
16 necessary to obtain Preliminary Approval.

17 82. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of the
18 Class Notice process, including the expiration of the deadlines to postmark Requests for Exclusion
19 or Objections to the Settlement, a Final Approval Hearing will be conducted to determine the Final
20 Approval of the Amended Settlement Agreement along with the amounts properly payable for: (a)
21 Individual Settlement Shares; (b) PAGA Penalties; (c) Class Counsel’s Fees and Costs; (d) Class
22 Representative Incentive Payments for Plaintiffs; and (d) Settlement Administration Costs. Class
23 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. In
24 connection with the Final Approval Hearing, Class Counsel will request that the Court make a
25 finding that the Settlement is fair, reasonable and adequate and that the Notice process satisfied the
26 requirements of due process. Class Counsel will be responsible for drafting the application for
27 attorneys’ fees and costs to be heard at the Final Approval Hearing. Any failure by the Court to fully
28 and completely approve the Agreement as to the Action, or the entry of any Order by another Court

1 with regard to the Action which has the effect of modifying material terms of this Agreement or
2 preventing the full and complete approval of the Agreement as written and agreed to by the Parties,
3 will result in this Agreement and all obligations under this Agreement being null and void.
4 Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided
5 Defendant has not exercised its right to rescind pursuant to this Agreement.

6 83. Judgment and Continued Jurisdiction. Upon expiration of the Response Deadline,
7 with the Court's permission, a Final Approval Hearing shall be conducted to determine Final
8 Approval of the Settlement. Pursuant to California Rule of Court 3.769(h), after granting Final
9 Approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment.

10 84. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
11 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
12 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

13 85. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
14 Agreement among these Parties, and no oral or written representations, warranties or inducements
15 have been made to any Party concerning this Agreement or its Exhibits other than the
16 representations, warranties and covenants contained and memorialized in the Agreement and its
17 Exhibits.

18 86. Amendment or Modification. This Agreement may be amended or modified only by
19 a written instrument signed by counsel for all Parties or their successors-in-interest. Any
20 amendments or modifications to this Agreement after Preliminary Approval must be approved by
21 the Court.

22 87. Authorization to Enter Into Amended Settlement Agreement. Counsel for all Parties
23 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate
24 this Agreement and to take all appropriate action required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
27 and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
28 reach agreement on the form or content of any document needed to implement the Settlement, or on

1 any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
2 the Parties may seek the assistance of the Court to resolve such disagreement.

3 88. Binding on Successors and Assigns. This Agreement will be binding upon, and inure
4 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 89. California Law Governs. All terms of this Agreement hereto will be governed by and
6 interpreted according to the laws of the State of California.

7 90. Execution and Counterparts. This Agreement is subject only to the execution of all
8 Parties. However, the Agreement may be executed in one or more counterparts. All executed
9 counterparts and each of them, including facsimile and scanned copies of the signature page, will
10 be deemed to be one and the same instrument provided that counsel for the Parties will exchange
11 among themselves original signed counterparts.

12 91. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
13 this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
14 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
15 and potential.

16 92. Invalidity of Any Provision. Before declaring any provision of this Agreement
17 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
18 consistent with applicable precedents so as to define all provisions of this Agreement valid and
19 enforceable.

20 93. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
21 class certification for purposes of this Settlement only; except, however, that either party may appeal
22 any court order that materially alters the terms of the Agreement.

23 94. Class Action Certification for Settlement Purposes Only. The Parties agree to
24 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
25 Settlement is not approved, the stipulation to certification will be void. The Parties further agree that
26 certification for purposes of the Settlement is not an admission that class action certification is
27 proper under the standards applied to contested certification motions and that this Agreement will
28 not be admissible in this or any other proceeding as evidence that either: (a) a class action should be

1 certified, or (b) Defendant is liable to Plaintiffs or any Class Member.

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

16 96. Captions. The captions and section numbers in this Agreement are inserted for the
17 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
18 provisions of this Agreement.

19 97. Waiver. No waiver of any condition or covenant contained in this Agreement or
20 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
21 constitute a further waiver by such party of the same or any other condition, covenant, right or
22 remedy.

23 98. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
24 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
25 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
26 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
27 Parties, all Parties have contributed to the preparation of this Agreement.

28 99. Representation By Counsel. The Parties acknowledge that they have been

1 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
2 and that this Agreement has been executed with the consent and advice of counsel and reviewed in
3 full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
4 Agreement.

5 100. All Terms Subject to Final Court Approval. All amounts and procedures described
6 in this Agreement herein will be subject to Final Approval by the Court.

7 101. Cooperation and Execution of Necessary Documents. The Parties agree to cooperate
8 to promote participation in the Settlement, and in seeking court approval of the Settlement. The
9 Parties and their counsel agree not to take any action to encourage any Class Members to opt out of
10 and/or object to the Settlement.

11 102. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent with
12 class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code
13 of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over the Settlement and
14 over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and
15 intent of this Agreement, and to adjudicate any claimed breaches of this Agreement. The Court may
16 award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken and
17 based on an alleged violation of any material term of the Agreement.

18 103. Voluntary Agreement. The Parties acknowledge that they have entered into this
19 Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue
20 influence of any Party, and not in reliance on any promises, representations, or statements made by
21 the other Parties other than those contained in this Agreement. Each of the Parties hereto expressly
22 waives any right he/it might ever have to claim that this Agreement was in any way induced by
23 fraud.

24 104. Confidentiality. Other than the filing of the Motion for Preliminary Approval and the
25 Motion for Final Approval of the Agreement, Plaintiffs and Class Counsel agree not to disclose or
26 publicize the Agreement contemplated herein, the fact of the Agreement, its terms or contents, or
27 the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any
28 person or entity, except to Class Members and as shall be contractually and/or legally required to

1 effectuate the terms of the Agreement as set forth herein in any manner. Nothing in this Agreement
2 shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in
3 furtherance of business purposes, including the fulfillment of obligations stated in this Agreement
4 or limit Class Counsel's communications with the Class Members in furtherance of approval of this
5 Settlement.

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

11 **IT IS SO AGREED.**

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13 Dated: 04/07/2022, 2022

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Jose Diaz
Nintex AssureSign® 023af53c8-e2bf-45eb-a81a-ae70017032e1

Jose Diaz, Plaintiff and Proposed Class Representative

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17 Dated: _____, 2022

Matthew Vigil, Plaintiff and Proposed Class Representative

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20 Dated: _____, 2022

Diana Estrada, Plaintiff and Proposed Class Representative

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23 **DEFENDANT ACCUFLEET
24 INTERNATIONAL, INC.**

25 Dated: _____, 2022

Alejandro Cestero
President and CEO, on behalf of AccuFleet
International, Inc.

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10 apply under federal or state law.

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12

13 Dated: _____, 2022

Jose Diaz, Plaintiff and Proposed Class
Representative

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16 Dated: 04/08/2022, 2022

Electronically Signed 2022-04-08 18:50:29 UTC - 72.203.118.202
Matthew Vigil
Nitrox AssureSign® 1d565f3a-9969-47e1-809e-a07001708d9e

Matthew Vigil, Plaintiff and Proposed Class
Representative

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20 Dated: _____, 2022

Diana Estrada, Plaintiff and Proposed Class
Representative

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**DEFENDANT ACCUFLEET
INTERNATIONAL, INC.**

25 Dated: _____, 2022

Alejandro Cestero
President and CEO, on behalf of AccuFleet
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11 **IT IS SO AGREED.**

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Dated: _____, 2022

Jose Diaz, Plaintiff and Proposed Class Representative

Dated: _____, 2022

Matthew Vigil, Plaintiff and Proposed Class Representative

Dated: 04/7/2022, 2022

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Diana Estrada, Plaintiff and Proposed Class Representative

DEFENDANT ACCUFLEET INTERNATIONAL, INC.

Dated: _____, 2022

Alejandro Cestero
President and CEO, on behalf of AccuFleet International, Inc.

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10 apply under federal or state law.

11 **IT IS SO AGREED.**

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Dated: _____, 2022

Jose Diaz, Plaintiff and Proposed Class Representative

Dated: _____, 2022

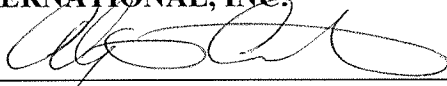
Matthew Vigil, Plaintiff and Proposed Class Representative

Dated: _____, 2022

Diana Estrada, Plaintiff and Proposed Class Representative

DEFENDANT ACCUFLEET INTERNATIONAL, INC.

Dated: April 15, 2022



Alejandro Cestero
President and CEO, on behalf of AccuFleet International, Inc.

1 **APPROVED AS TO FORM:**

2

LAWYERS for JUSTICE, PC

3



4

Dated: 04/07/2022, 2022

Edwin Aiwazian

Attorneys for Plaintiffs and Proposed Class Counsel

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7

LEWIS BRISBOIS BISGAARD & SMITH LLP

8

9

Dated: _____, 2022

Katherine C. Den Bleyker

*Attorneys for Defendant AccuFleet International,
Inc.*

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1 APPROVED AS TO FORM:

2

LAWYERS *for* JUSTICE, PC

3

4 Dated: _____, 2022

Edwin Aiwazian
Attorneys for Plaintiffs and Proposed Class Counsel


5

6

LEWIS BRISBOIS BISGAARD & SMITH LLP

7

8 Dated: April 15, 2022



Katherine C. Den Bleyker
Attorneys for Defendant AccuFleet International,
Inc.

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Jose Diaz, et al. v. AccuFleet International, Inc.
Los Angeles County Superior Court Case No. 20STCV04183

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Los Angeles (the “Court” or “Los Angeles County Superior Court”), in the case of *Jose Diaz, et al. v. AccuFleet International, Inc.*, Los Angeles County Superior Court, Case No. 20STCV04183 (the “Action”) preliminary approval of a proposed class action settlement was granted on **[INSERT DATE]**. A hearing shall be held on **[INSERT DATE]** (“Final Approval Hearing”) to determine whether final approval of the Settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiffs Jose Diaz, Matthew Vigil, and Diana Estrada (together “Plaintiffs”) and Defendant AccuFleet International, Inc. (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the Action, which may affect your legal rights.

I. DEFINITIONS

“**Class**” means all individuals who worked for AccuFleet International, Inc. as hourly-paid and/or non-exempt employees in California at any time during the Class Period.

“**Class Period**” means the time period from January 31, 2016 through **[DATE OF PRELIMINARY APPROVAL OF THE SETTLEMENT]**.

“**Class Member**” means an individual who falls within the definition of the Class.

“**PAGA Member**” means all individuals who worked for AccuFleet International, Inc. as hourly-paid and/or non-exempt employees in California at any time during the PAGA Period.

“**PAGA Period**” means the time period between November 27, 2018 through **[DATE OF PRELIMINARY APPROVAL OF THE SETTLEMENT]**.

II. BACKGROUND OF THE LAWSUITS

The Action was commenced when Plaintiffs filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant on January 31, 2020, in the Los Angeles County Superior Court. On November 27, 2019, Plaintiff Jose Diaz provided written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Defendant violated (“PAGA Letter”). On July 29, 2020, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §2698, Et. Seq. (“Operative Complaint”).

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices under the California Business and Professions Code section 17200, et seq. and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, et seq.

("PAGA"), with respect to Plaintiffs and other putative class members. Plaintiffs seek, among other things, recovery of unpaid wages and premiums, restitution, penalties, interest, attorneys' fees, and costs.

Defendant has denied and continues to deny all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with the law.

The Parties participated in a full-day mediation with a third-party mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement (the "Settlement" or "Settlement Agreement"), which was preliminarily approved by the Court on [INSERT DATE]. The Court has preliminarily appointed Plaintiffs as representatives of the Class ("Class Representatives"), and has preliminarily appointed the following Plaintiffs' counsel as counsel for the Class ("Class Counsel"):

Lawyers for Justice, PC
Edwin Aiwazian, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member and/or PAGA Member, **you do not need to take any action to receive a settlement payment**, but you have the opportunity to request exclusion or object to the Settlement if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. **Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to the Plaintiffs, Class Members, or PAGA Members.** Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is appropriate. Plaintiffs and Class Counsel have concluded that the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Breakdown of the Settlement

The gross settlement amount to be paid by Defendant is Seven Hundred Seventy-Five Thousand Dollars (\$775,000) (the "Gross Settlement Amount"). The amount of One Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount has been allocated toward penalties under PAGA ("PAGA Penalties"), of which Seventy-Five Thousand Dollars (\$75,000) will be paid directly to the LWDA, and Twenty-Five Thousand Dollars (\$25,000) will be distributed to PAGA Members on a *pro rata* basis.

The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit timely and valid Requests for Exclusion ("Participating Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) payment of attorneys' fees to Class Counsel in an amount not to exceed 35% of the Gross Settlement Amount (i.e., not to exceed \$271,250) and reimbursement of actual litigation costs and expenses to Class Counsel in an amount not to exceed \$25,000 (together "Class Counsel's Fees and Costs"); (2) payment in the amount of \$7,500 to each Plaintiff (i.e., \$22,500 total) for their services in the Action ("Class Representative Incentive Payments"); (3) payment to the LWDA in the amount of \$75,000 for their seventy-five percent (75%) share of the PAGA Penalties ("LWDA Payment"); (4) payment to PAGA Members in the amount of \$25,000 for their twenty-five percent (25%) share of the PAGA Penalties ("Employee PAGA Portion"); and (5) payment to Phoenix Class Action Administrators (the "Settlement Administrator") for costs and expenses of administration of the Settlement in an amount that is currently estimated not to exceed \$10,000 ("Settlement Administration Costs").

Participating Class Members are eligible to receive a share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Participating Class Member worked at AccuFleet International, Inc. as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"), which were calculated by calculating the number of days each Participating Class Member worked at AccuFleet International, Inc. during the Class Period, and dividing by seven (7).

Individual Settlement Shares will be determined by dividing each Participating Class Member's individual Workweeks by the total Workweeks of all Participating Class Members, and multiplying the resulting fraction by the Net Settlement Amount.

The Employee PAGA Portion is Twenty-Five Thousand Dollars (\$25,000) (i.e., 25% of the PAGA Penalties). PAGA Members are eligible to receive payment under the Settlement of their *pro rata* share of the Employee PAGA Portion ("Individual PAGA Payment") based on the number of weeks of employment for each PAGA Member as hourly-paid and/or non-exempt employees during the PAGA Period ("PAGA Workweeks").

Individual PAGA Payments will be determined by dividing each PAGA Members respective PAGA Workweeks by the total PAGA Workweeks of all PAGA Members, and multiplying the resulting fraction by the Employee PAGA Portion.

Each Individual Settlement Share will be allocated thirty-three and one third percent (33.33%) to wages (to be reported on an IRS Form W2) and sixty-six and two thirds percent (66.66%) as interest, penalties, and non-wage damages (to be reported on an IRS Form 1099, if required). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Participating Class Member ("Individual Settlement Payment"). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and interest (to be reported on an IRS Form 1099, if required).

If a Participating Class Member or PAGA Member fails to cash, deposit, or negotiate the Individual Settlement Payment check within 180 calendar days of issuance, then, that check will be cancelled and the funds associated with that cancelled check will be transmitted to Legal Aid at Work.

Individual Settlement Payment and Individual PAGA Payment checks will be mailed to Participating Class Members and PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment.**

B. Your Workweeks Based on Defendant's Records

The Workweeks of each Class Member and PAGA Workweeks of each PAGA Member were calculated based on Defendant's records. According to Defendant's records:

Between January 31, 206 through [DATE OF PRELIMINARY APPROVAL OF THE SETTLEMENT], you worked for Defendant in California as an hourly-paid and/or non-exempt employee for [] Workweeks.

Between November 27, 2018 through [DATE OF PRELIMINARY APPROVAL OF THE SETTLEMENT], you worked for Defendant in California as an hourly-paid and/or non-exempt employee for [] PAGA Workweeks.

If you wish to dispute the Workweeks or PAGA Workweeks credited to you, you must timely submit a fully completed and signed written dispute ("Workweek Dispute") to the Settlement Administrator, postmarked or confirmed received by the Settlement Administrator **on or before [RESPONSE DEADLINE]**, at the address listed in Section IV.B below. The Workweeks Dispute must: (a) contain your full name, address, telephone number, and the last four digits of your Social Security number, signature, and date; (b) contain a clear statement explaining that you dispute the number of Workweeks credited to you and the reasons for doing so; (c) the number of Workweeks you contend is correct; and (d) if available, attach documentation to support your position.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Your Individual Settlement Share is estimated to be \$ [].

It is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, and will only be distributed if the Court approves the Settlement and after the

Settlement goes into effect.

Your Individual PAGA Payment is estimated to be \$ [REDACTED].

The Individual PAGA Payment will not undertake any payroll tax deductions or withholdings in connection with the Individual PAGA Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take several months. Your Individual Settlement Share reflected on this Notice is only an estimate. Your actual Individual Settlement Share may be higher or lower than estimated.

D. Released Claims

Upon Defendant's fully funding the Gross Settlement Amount, the Released Parties shall receive from all Class Members who do not request exclusion from the Settlement (i.e., Participating Class Members) a release of the Class Released Claims for the Class Period.

Upon Defendant's fully funding the Gross Settlement Amount, all PAGA Members, regardless of whether they submit timely and valid Requests for Exclusion from the Settlement Class, will be deemed to have released the Released Parties of all PAGA Released Claims for the PAGA Period.

"Released Parties" means Defendant and each of its parent companies, subsidiaries, affiliates, d/b/a's, current and former management companies, shareholders, members, owners, agents (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) and any of its predecessors, successors, and assigns.

"Class Released Claims" collectively mean any and all claims, demands, rights, liabilities and causes of action that were pled in Plaintiffs' Operative Complaint, or which could have been pled in the Operative Complaint based on the factual allegations therein, that arose during the Class Period, including but not limited to causes of action for failure to pay overtime wages (Cal. Lab. Code §§ 204, 510, 1194, 1197, 1198, and applicable provisions of the relevant Industrial Wage Order); failure to provide meal periods and associated premium payments (Cal. Lab. Code §§ 226.7, 512, and applicable provisions of the relevant Industrial Wage Order); failure to provide rest periods and associated premium payments (Cal. Lab. Code §§ 226.7, 512, 516, and applicable provisions of the relevant Industrial Wage Order); failure to pay minimum wage (Cal. Lab. Code §§ 558, 1194, 1197, 1197.1, 1198 and applicable provisions of the relevant Industrial Wage Order); failure to timely pay wages upon termination of employment and waiting time penalties (Cal. Lab. Code §§ 201, 202, 203); failure to timely pay wages during employment (Cal. Lab. Code §§ 204); failure to furnish accurate wage statements (Cal. Lab. Code § 226, et seq.); failure to keep requisite payroll records (Cal. Lab. Code § 1174); failure to reimburse business expenses (Cal. Lab. Code §§ 2800, 2802); all claims for unfair competition (Cal. Bus. & Prof. Code §§ 17200, et seq.) and all claims for attorneys' fees and costs relating to the Class Claims, that could have been premised on the facts, claims, causes of action or legal theories described above or that could have been premised on the facts, claims, causes of action or legal theories described above.

"PAGA Released Claims" mean all claims, demands, rights, liabilities and causes of action for penalties under California Labor Code Private Attorneys General Act of 2004 against the Released Parties, based on the letter to the Labor & Workforce Development Agency on November 27, 2019, that arose during the PAGA Period, including but not limited to claims for civil penalties for violations of Labor Code 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Wage Orders of the Industrial Welfare Commission, including but not limited to Industrial Welfare Commission Wage Order Nos. 4-2001 and 9-2001, and all related claims for attorneys' fees and costs.

PLEASE TAKE NOTICE: the Court of Appeals has held that all PAGA Members, regardless of whether or not he or she requests exclusion from the settlement, will release the released claims that arise under PAGA. *See Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476.

E. Class Counsel's Fees and Costs

Class Counsel will seek attorneys' fees in an amount of up to \$271,250 and attorneys' costs in an amount of up to \$25,000

(together Class Counsel's Fees and Costs) subject to approval by the Court. All Class Counsel's Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Incentive Payments to Plaintiffs

In consideration for their services and responsibilities in the Action, Plaintiffs Jose Diaz, Matthew Vigil, and Diana Estrada will each seek a Class Representative Incentive Payment in the amount of \$7,500 (for a total of \$22,500), to be paid from the Gross Settlement Amount subject to approval by the Court. If awarded, the Class Representative Incentive Payments will be paid to Plaintiffs in addition to the Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator, Phoenix Class Action Administrators, is estimated to be \$10,000 for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Payment amounts, Individual PAGA Payment amounts, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically receive your Individual Settlement Share as indicated above in this Notice, unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described in Section III.D. As a member of the Class, you will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement described in this Notice, and do not wish to receive payment under this Settlement, you may seek exclusion from the Settlement by submitting a written request to opt out of the Settlement ("Request for Exclusion") to the Settlement Administrator by first class U.S. mail, that is postmarked **on or before [Response Deadline]**, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must include: (a) your full name, address, telephone number, and the last four digits of your Social Security number, signature, and date; and (b) a clear statement referencing the case title of the Action and requesting to be excluded from the settlement of the class claims.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (and the release of claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the release of claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Members will be bound to the Settlement and release of the PAGA Released Claims based on claims asserted in the PAGA Letter and will receive their Individual PAGA Payment irrespective of whether they submit a Request for Exclusion.

C. Object to the Settlement

You can object to the terms of the Settlement by mailing a written objection to the Settlement Administrator (“Objection”) that is timely and complete, and you may do so as long as you have not submitted a Request for Exclusion. However, if the Court rejects your Objection, you will still be bound by the terms of the Settlement.

The Objection must be mailed to the Settlement Administrator, postmarked **on or before [Response Deadline]**, at the address listed in Section IV.B above.

The Objection must include: (a) you full name, address, telephone number, last four digits of his or her Social Security number, and signature; (b) the title of the Action or something similar to the title of the Action (e.g., “*Jose Diaz, et al. v. AccuFleet International, Inc.*”); (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; (d) whether you intend to appear at the Final Approval Hearing, either in person or through counsel; and (e) if represented by separate counsel, the name, address, bar number, and telephone number of your attorney.

You may still appear at the Final Approval Hearing to assert objections to the Settlement even if you have not submitted a proper written Objection as set forth above.

If you choose to object to the Settlement, you may (but are not required to) enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to have your own attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear to have your objection considered by the Court.

V. FINAL APPROVAL HEARING

The Court will hold a hearing in Department 17 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **[INSERT DATE]**, at **[INSERT TIME]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The date, time, and location of the Final Approval Hearing will be listed on the Settlement Administrator’s website (**[XXX]**). The Court also will be asked to rule on the request for payment of Class Counsel’s Fees and Costs to Class Counsel, Class Representative Incentive Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing. If you plan to appear at the Final Approval Hearing, you must comply with the Court’s rules regarding social distancing and masks found at: <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

If you wish to appear at the Final Approval Hearing you may do so remotely by scheduling a remote appearance online at: <https://my.lacourt.org/laccwelcome>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are hosted on the Settlement Administrator’s website **[XXX]** and on file with the Court.

You may view the Settlement Agreement and documents filed in the Action by visiting the Office of the Clerk of the Los Angeles Superior Court at the Stanley Mosk Courthouse located at 111 North Hill Street, Los Angeles, California 90012 (“Office of the Clerk”). In light of COVID-19, you must call the Office of the Clerk at (213) 830-0800, between 8:30 a.m. and 4:30 p.m. Monday through Friday, to make a reservation to view the records. You can also access documents filed in the Action, to the extent they have been imaged for online access, at the Case Document Images section of the Court’s website (<https://www.lacourt.org/paonlineservices/pacommerce/login.aspx?appId=IMG&casetype=CIV>). You can also obtain basic information regarding hearing dates and filings in the Action by looking the case up on the Case Access section of the Court’s website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To lookup and access documents and information on the Court’s systems, you will need to use the case number of the Action.

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

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: [INSERT].

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.

EXHIBIT B

November 27, 2019

BY ONLINE SUBMISSION

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

Re: ACCUFLEET INTERNATIONAL, INC.

Dear Representative:

Jose Diaz seeks penalties against AccuFleet International, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "AccuFleet") for violations of California wage-and-hour laws. Mr. Diaz seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

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

AccuFleet employed Mr. Diaz as an hourly-paid, non-exempt employee from approximately March 2017 in the State of California.

The "aggrieved employees" that Mr. Diaz may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

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

AccuFleet required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to business-related inquiries, waiting to access timekeeping system, and completing assigned tasks.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Diaz and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Diaz and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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

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

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

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

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Diaz and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Diaz and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Diaz and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Diaz and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

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

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

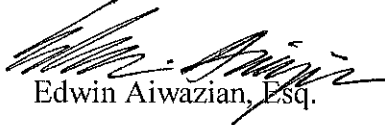
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 9-2001 require that for each workday an employee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

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Diaz and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by AccuFleet. These costs include, but are not limited to, purchasing clothes in order to comply with AccuFleet's dress code, using personal telephone for business-related purposes, and using personal vehicle for business-related purposes.

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

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

With kind regards,



Edwin Aiwazian, Esq.

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

AccuFleet International, Inc.
c/o C T Corporation System
Agent for Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

(By U.S. Mail – Under Separate Cover with Filing Fee Enclosed)

Department of Industrial Relations Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102