

1 Plaintiffs Jose Diaz, Matthew Vigil, and Diana Estrada (together, “Plaintiffs”) and
2 Defendant Accufleet International, Inc. (“Defendant”) (collectively, the “Parties”), by and through
3 their respective counsel of record, hereby stipulate as follows:

4 **WHEREAS**, on February 9, 2022, Plaintiffs filed a Motion for Preliminary Approval of
5 Class Action Settlement (“Motion for Preliminary Approval”) and supporting documents seeking
6 approval of the class settlement reached by Plaintiffs and Defendant;

7 **WHEREAS**, after the Parties entered into an the First Amended Stipulation of Class
8 Action and PAGA Settlement which supplanted the original settlement agreement (“Amended
9 Settlement Agreement” or “Settlement”), filing of the Amended Settlement Agreement and
10 supplemental papers in support of the Motion for Preliminary Approval, and multiple hearings on
11 the Motion for Preliminary Approval, the Court issued its [Tentative] Order Granting Motion for
12 Preliminary Approval of Class Action Settlement on Conditions (“Tentative Ruling”), indicating
13 that the Court will grant preliminary approval of the Settlement on condition that the definition of
14 “released parties” in the Settlement is amended to make clear that only exempt, executive
15 employees are released and the notice to be given to Class Members regarding the Settlement be
16 amended accordingly; such amendment and revised notice shall be filed by stipulation, and
17 approved by the Court, prior to the mailing of any notice to the Class Members;

18 **WHEREAS**, a hearing on the Motion for Preliminary Approval was held on April 19,
19 2023, the Court heard from the Parties regarding the Court’s Tentative Ruling, and on April 19,
20 2023, the Court entered its Order Granting Motion for Preliminary Approval of Class Action
21 Settlement on Conditions after the hearing (“Order Granting Preliminary Approval”);

22 **WHEREAS**, the Order Granting Preliminary Approval grants preliminary approval of the
23 Settlement Agreement on condition that the definition of “released parties” in the Settlement is
24 amended to make clear that only exempt, executive employees are released and the notice to be
25 given to Class Members regarding the Settlement be amended accordingly; such amendment and
26 revised notice shall be filed by stipulation, and approved by the Court, prior to the mailing of any
27 notice to the Class Members;

28 ///

1 **WHEREAS**, the parties met and conferred and have jointly prepared a revised Notice of
2 Class Action Settlement which adopts and includes the modified language defining the Released
3 Parties, as instructed by the Court in its Order Granting Preliminary Approval, as well as additional
4 corrections, revisions, and updates so that the language in the Notice of Class Action is more
5 clearly consistent with the terms and language of the Settlement and so that readers of the notice
6 are directed to current information on the Court’s website as opposed to outdated information or
7 obsolete web links (a redline version of the document, reflecting how the previous version of the
8 Notice of Class Action Settlement has been revised, is attached hereto as “**Exhibit A**,” for the
9 Court’s ease of reference);

10 **THEREFORE**, subject to the Court’s approval, **THE PARTIES HEREBY**
11 **STIPULATE** to an order by the Court as follows:

12 1. The definition of “Released Parties” set forth in Paragraph 38 of the Amended
13 Settlement Agreement is amended to state as follows:

14 “Released Parties” shall mean Defendant and each of its parent companies,
15 subsidiaries, affiliates, d/b/a’s, current and former management companies,
16 shareholders, members, owners, agents (including without limitation, any
17 investment bankers, accountants, insurers, reinsurers, attorneys and any past,
18 present or future officers, directors, and exempt, executive employees), and any
19 of its predecessors, successors, and assigns.

20 2. The Notice of Class Action Settlement (“Class Notice”) attached as “Exhibit A” to the
21 Amended Settlement Agreement is replaced with the revised Notice of Class Action
22 Settlement that is attached hereto as “**Exhibit B**” and shall be the form of notice to be
23 mailed to the Class pursuant to the Court’s Order Granting Preliminary Approval.

24 **IT IS SO STIPULATED.**

25 Dated: May 1, 2023 **LAWYERS for JUSTICE, PC**

26
27 By: _____

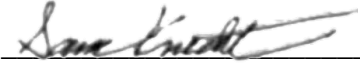


28 Joanna Ghosh
Attorneys for Plaintiffs

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Dated: May 1, 2023

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 
Katherine C. Den Bleyker
Samuel Knecht
Attorneys for Defendant

~~PROPOSED~~ ORDER

The Court, having reviewed the Parties' Stipulation to Amend First Amended Stipulation of Class Action and PAGA Settlement and Class Notice ("Stipulation"), and good cause appearing, the Court hereby orders as follows:

1. The Stipulation is approved.
2. The definition of "Released Parties" set forth in Paragraph 38 of the Amended Settlement Agreement is amended to state as follows:

"Released Parties" shall mean 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 exempt, executive employees), and any of its predecessors, successors, and assigns.

3. The Notice of Class Action Settlement ("Class Notice") attached as "Exhibit A" to the Amended Settlement Agreement is replaced with the revised Notice of Class Action Settlement that is attached hereto as "**Exhibit B**" and shall be the form of notice to be mailed to the Class pursuant to the Court's Order Granting Preliminary Approval.

IT IS SO ORDERED.

Dated: 05/08/2023

By: Maren E. Nelson

Honorable Maren E. Nelson
Judge of the Superior Court

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 Class settlement ~~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.

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

"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]**.

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

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 [First Amended 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.
[Arby Aiwazian, Esq.](#)
[Joanna Ghosh, 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 [Class 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 and/or Individual PAGA 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, 2016 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 \$ [REDACTED].

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 Settlement Administrator~~ 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 Class Settlement (i.e., Participating Class Members) will be deemed to have a released the Released Parties of ~~the all~~ 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 exempt, executive 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 Class settlement Settlement, will release the released claims that arise under PAGA. *See*

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 (if applicable) 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, calculating 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 Class Settlement. Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Class Released ~~claims~~ 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 Class Settlement

If you do not wish to participate in the Class Settlement described in this Notice, and do not wish to receive payment under ~~this the Class~~ Settlement, you may seek exclusion from the Class Settlement by submitting a written request to opt out of the Class 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 Class Settlement, will not be bound by the Class Settlement ~~Agreement~~ (and the release of Class Released ~~claims~~ Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Member who does not request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Class Settlement, including those pertaining to the release of Class Released ~~claims~~ 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 PAGA 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 Class Settlement

You can object to the terms of the Class 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 Class 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) your 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 Class Settlement even if you have not submitted a ~~proper~~-written Objection as set forth above.

If you choose to object to the Class 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. ~~The date, time, and location of the Final Approval Hearing will be listed on the Settlement Administrator’s website ([XXX]).~~ 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 ~~that may be in place~~ regarding social distancing and masks ~~found at: <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.~~ ~~Information and news directed to the public regarding accessing the Los Angeles Superior Court can be found at: <https://www.lacourt.org/newsmedia/ui/AccessLACourtYourWay.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~~ You are strongly encouraged to 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

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 Class 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.

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

"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]**.

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

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 First Amended 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.
Arby Aiwazian, Esq.
Joanna Ghosh, 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 Class 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 and/or Individual PAGA 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, 2016 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 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 \$ [REDACTED].

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 Settlement Administrator 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, Class Members who do not request exclusion from the Class Settlement (i.e., Participating Class Members) will be deemed to have released the Released Parties of all 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 exempt, executive 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 Class Settlement, will release the released claims that arise under PAGA. *See Robinson v.*

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 (if applicable) 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, calculating 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 Class Settlement. Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Class Released 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 Class Settlement

If you do not wish to participate in the Class Settlement described in this Notice, and do not wish to receive payment under the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request to opt out of the Class 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 Class Settlement, will not be bound by the Class Settlement (and the release of Class Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Member who does not request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Class Settlement, including those pertaining to the release of Class Released 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 PAGA Settlement (and release of the PAGA Released Claims) and will receive their Individual PAGA Payment irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class 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 Class 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 Class Settlement even if you have not submitted a written Objection as set forth above.

If you choose to object to the Class 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 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. The date, time, and location of the Final Approval Hearing will be listed on the Settlement Administrator’s website (**[XXX]**). 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 rules that may be in place regarding social distancing and masks. Information and news directed to the public regarding accessing the Los Angeles Superior Court can be found at: <https://www.lacourt.org/newsmedia/ui/AccessLACourtYourWay.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”). You are strongly encouraged to 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.

1 **PROOF OF SERVICE**

2 *STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203,
5 Glendale, California 91203.

6 On May 1, 2023, I served the foregoing document(s) described as: **STIPULATION TO**
7 **AMEND FIRST MENED STIPUALTION OF CLASS ACTION AND PAGA**
8 **SETTLEMENT AND CLASS NOTICE; [PROPOSED] ORDER THEREON**
9 on interested parties in this action by Electronic Service as follows:

10 Katherine Den Bleyker
11 Samuel Knecht
12 LEWIS BRISBOIS BISGAARD & SMITH LLP
13 633 West 5Th Street Ste 4000
14 Los Angeles, CA 90071

15 *Attorneys for* Defendant Accufleet International, Inc.

16 **[X] BY ELECTRONIC SERVICE**

17 Pursuant to the Court’s Order regarding Electronic Service, I caused the documents
18 described above to be E-Served through Case Anywhere by electronically mailing a true
19 and correct copy through Case Anywhere to the individual(s) listed above.

20 State of California, Labor & Workforce Development Agency
21 Web URL:
22 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

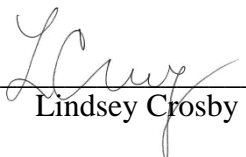
23 **[X] BY ONLINE SUBMISSION**

24 The foregoing document was transmitted to the California Labor and Workforce
25 Development Agency through the online system established for the submission of notices
26 and documents, in conformity with California Labor Code section 2699(1). I did not
27 receive, within a reasonable time after the transmission, any electronic message or other
28 indication that the transmission was unsuccessful.

[X] STATE

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

Executed on May 1, 2023, at Glendale, California.


Lindsey Crosby

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203