

**Electronically Filed
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Case #23CV417146
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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SANTA CLARA**

9 JESSICA URIBE, as an individual and on behalf
10 of all others similarly situated,

11 Plaintiff,

12 vs.

13 AUTO DRIVEAWAY FRANCHISE
14 SYSTEMS, LLC, a Michigan limited liability
company; and DOES 1 through 100, inclusive,

15 Defendants.
16

Case No.: 23CV417146

*[Assigned for all purposes to the Hon.
Theodore C. Zayner in Dept. 19]*

**DECLARATION OF DANIEL J.
BROWN IN SUPPORT OF
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: June 5, 2024
Time: 1:30 p.m.
Dept.: 19

Complaint Filed: June 9, 2023
Trial Date: None Set

1 I, DANIEL J. BROWN, declare as follows:

2 1. I am the principal of the law firm of Stansbury Brown Law, and counsel for the
3 named plaintiff Jessica Uribe (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. I am a 2015 graduate of UCLA School of Law. I was admitted to the California
8 State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I
9 have practiced exclusively in the area of employment litigation. From December 2015 to June
10 2017, I worked for the law firm Rastegar Law Group, APC, an employment litigation firm in
11 Torrance, California. The vast majority of my work at Rastegar Law Group, APC, focused on
12 representing employees in wage and hour class actions. I was also the lead attorney on individual
13 claims for wrongful termination, harassment, discrimination, and retaliation. While non-
14 exhaustive, the type of work I performed included: conducting client intakes, performing pre-
15 filing research and analysis, drafting complaints, attending court hearings, corresponding with
16 opposing counsel, drafting and responding to written discovery, preparing for and taking and
17 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
18 drafting and opposing motions for remand, demurrers and motions to dismiss, motions to compel,
19 drafting mediation briefs, attending mediations, drafting long-form settlement agreements,
20 drafting motions for preliminary and final settlement approval, and overseeing the claims and/or
21 opt-out processes.

22 3. In June 2017, I voluntarily resigned from the Rastegar Law Group, APC, in order
23 to accept a position with the Haines Law Group, APC, an employment litigation firm specializing
24 in employment class action litigation. During my employment at the Haines Law Group, APC, I
25 played a significant role in the class actions that I was staffed on. In particular, I received a wide-
26 array of wage and hour class action experience performing the following types of tasks: drafting
27 oppositions to demurrers, motions to strike and/or dismiss; remanding actions back to state court
28 from federal court; drafting and responding to written discovery; drafting and opposing discovery

1 related motions; arguing discovery related motions; interviewing putative class members and
2 obtaining declarations in connection with class certification; drafting motions for class
3 certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
4 claims, the likelihood of prevailing at class certification and potential damages resulting from
5 such claims; drafting mediation briefs; serving as the primary contact for opposing counsel;
6 deposing corporate witnesses and putative class members; and defending the depositions of
7 named plaintiffs. In short, I played an integral role in all aspects of litigation from the inception
8 of a matter through and beyond class certification.

9 4. In June 2019, I started my own law firm, Stansbury Brown Law, focusing almost
10 exclusively on employment litigation. Currently, over eighty-five percent (85%) of my practice
11 is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently
12 responsible for prosecuting over thirty (30) wage and hour class actions. The following is a non-
13 exhaustive list of wage and hour class actions in which I have played a significant role in
14 prosecuting the litigation, which have received final approval: *Spinks v. Suja Life, LLC.*, Case No.
15 37-2014-00036496-CU-OE-CTL, California Superior Court, County of San Diego, Judge
16 Richard E.L. Strauss presiding (approved as class counsel in wage and hour class action on behalf
17 of non-exempt employees of a juice manufacture involving claims for unpaid wages, meal and
18 rest period violations, and other claims); *Galvan v. Amvac Chemical Corporation*, Case No. 30-
19 2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Judge William D.
20 Cluster presiding (granted final approval of settlement on behalf of non-exempt employees of a
21 chemical manufacturing company involving claims for unpaid overtime and waiting time
22 penalties); *Blank v. Coty, Inc., et al.*, Case No. BC624850, California Superior Court, County of
23 Los Angeles, Judge William F. Highberger presiding (granting final approval of a class of
24 employees of a beauty products manufacturer involving claims for unpaid overtime, meal period
25 violations, and wage statement violations); *Lira v. Discus Dental, LLC, et al.*, Case No.
26 CIVDS1620402, California Superior Court, County of San Bernardino, Judge David Cohn
27 presiding (approved as class counsel in a wage and hour class action on behalf of non-exempt
28 employees of a manufacturer of dental products involving claims for unpaid overtime, minimum

1 wage violations, meal period violations, wage statement and waiting time penalties); *Nieto v.*
2 *Emtek Products, Inc.* Case No. BC652704, California Superior Court, County of Los Angeles,
3 Judge Shepard Wiley, Jr. presiding (approved as class counsel in a wage and hour class action on
4 behalf of non-exempt employees of a manufacturer of door hardware involving claims for meal
5 and rest period violations, and for waiting time, wage statement, and for penalties pursuant to the
6 Private Attorneys General Act (“PAGA”)); *Frank Gonzalez III v. Prime Communications*, Case
7 No. BC702262, California Superior Court, Judge Kenneth R. Freeman presiding (granting final
8 approval to a wage and hour class action on behalf of non-exempt employees against a cell phone
9 provider for meal and rest period violations, off-the-clock violations, and for derivative penalties);
10 *Fierro v. Universal City Studios LLC*, Case No. BC642460, California Superior Court, County of
11 Los Angeles, Judge Maren E. Nelson presiding (granting final approval of a wage and hour class
12 action on behalf of current and former non-exempt employees against an amusement park
13 involving claims for meal and rest period violations, failure to indemnify, failure to pay all
14 minimum and overtime wages, and for waiting time, wage statement, and PAGA penalties);
15 *Stephen et al. v. PSC Industrial Outsourcing, LP*, Case No. BC10752, California Superior Court,
16 County of Los Angeles, Judge Shepard Wiley Jr. presiding (granting final approval in and wage
17 and hour class action on behalf of current and former non-exempt employees of an industrial
18 cleaning company for meal and rest period violations, unpaid wages, failure to reimburse business
19 expenses, and waiting time, wage statement, and PAGA penalties); *Duran v. Prada USA Corp.*,
20 Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson
21 presiding (approved as class counsel in a wage and hour class action on behalf of current and
22 former employees of a clothing store involving claims for unlawful claw back of earned
23 commissions, meal and rest period violations, failure to reimburse necessary business expenses,
24 and derivate claims for penalties); *Honorato Lopez v. Moon Valley Nursey, Inc.*, Case No.
25 BC668161, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr.
26 (approved as class counsel in a wage and hour class action on behalf of current and former
27 employees of a commercial nursery involving claims for failure to pay for all hours worked,
28 automatically deducting work time for meal periods regardless if taken, rest period violations,

1 and derivate claims for penalties); *Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No,
2 30-2017-00945105-CU-OE-CXC, California Superior Court, County of Orange, Judge Randall
3 J. Sherman presiding (approved as class counsel in a wage and hour class action on behalf of
4 current and former employees of a car dealership involving claims for minimum wage violations,
5 meal and rest period violations, failure to reimburse business expenses, wage statement violations,
6 waiting time penalties, and PAGA penalties); *Lemus v. Promenade Imports, LLC*, California
7 Superior Court, County of Orange, Judge William Claster presiding (granting final approval in a
8 wage and hour class action on behalf of current and former non-exempt employees of a car
9 dealership involving claims for minimum wage violations, meal and rest period violations, failure
10 to reimburse business expenses, and claims for derivative penalties); *Garcia v. Fabrica*
11 *International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court,
12 County of Orange, Judge William Claster presiding (approved as class counsel in a wage and
13 hour class action on behalf of current and former non-exempt employees of a high-end residential
14 carpets and custom rugs company involving claims for meal and rest period violations, regular
15 rate miscalculation, unlawful rounding policy, and claims for derivative penalties); *Vazquez, et*
16 *al. v. Kraft Heinz Foods Company*, Case No. 16-CV-02749-WGH (AGS), United States District
17 Court, Southern District of California, Honorable William Q. Hayes presiding (certifying
18 subclasses of employees for meal period violations, failure to pay for all hours worked, and a
19 derivate waiting time class); *Perez v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905,
20 California Superior Court, County of Riverside, Judge Craig G. Reimer presiding (granting final
21 approval of a wage and hour class action on behalf of current and former non-exempt employees
22 of a car dealership involving claims for minimum wage violations, failure to pay all overtime
23 wages, meal period violations, rest period violations, wage statement violations, and civil
24 penalties under the PAGA); *Gonzalez v. Lacey Milling Company*, Case No. 19C-0361, California
25 Superior Court, County of Kings, Judge Kathy Cuiffini presiding (approved as class counsel in a
26 wage and hour class action on behalf of current and former non-exempt employees of flour
27 packing company involving claims for meal and rest period violations, unlawful rounding policy,
28 and claims for derivate penalties); *Manuel Alberto Alvino v. Family Ranch, Inc. et al.*, Case No.

1 19CECG04356, California Superior Court, County of Fresno, Honorable Kristi Culver Kapetan
2 presiding (PAGA only approving a wage and hour PAGA only settlement on behalf of current
3 and former agricultural workers involving claims of unpaid non-productive and rest and recovery
4 time, meal and rest period violations, facially deficient wage statements, and waiting time
5 violations); *Massey v. Louidar*, Case No. RIC1905130, California Superior Court, County of
6 Riverside, Honorable Sunshine Sykes, presiding (approved as class counsel in a wage and hour
7 class action on behalf of current and former non-exempt employees of a restaurant involving
8 claims for minimum wage and overtime violations, meal and rest period violations, and claims
9 for derivative penalties); *Jesse Alvarez v. Associa Developer Services, Inc., et al.*, Case No.
10 RIC1905170, California Superior Court, County of Riverside, Honorable Sunshine S. Sykes
11 presiding (approved as class counsel in a wage and hour class action on behalf of current and
12 former non-exempt employees of a property management company involving claims off-the-
13 clock work, unpaid overtime, on-duty meal and rest periods, and claims for derivative penalties);
14 *Saul Tamayo Diaz v. Antonini Bros.*, Case No. STK-CV-UOE-2020-0000823, California Superior
15 Court, County of San Joaquin, Honorable George J. Abdallah presiding (approved as class
16 counsel in a wage and hour case on behalf of current and former non-exempt truck drivers for
17 unpaid minimum wages, meal and rest period violations, and derivative wage statement, waiting
18 time, and PAGA civil penalties); *Manuel Alberto Alvino v. Aguayo Contracting, Inc.*, Case No.
19 VCU281300, Superior Court of California, County of Tulare, Honorable David C. Mathias,
20 presiding (approved as class counsel in a wage and hour class action on behalf of current and
21 former agricultural workers for unpaid wages, meal and rest period violations, and derivate
22 penalties); *Nazario Martinez v. JNM Contracting, Inc., et al.*, Case No. VCU282822, Superior
23 Court of California, County of Tulare, Honorable Nathan D. Ide presiding (approved as class
24 counsel in a wage and hour class and representative action on behalf of current and former non-
25 exempt agricultural workers for unpaid wages, meal and rest period violations, and derivate
26 penalties); *Gabriel Valles v. Fresno Fab-Tech, Inc.*, Case No. 19CECG04218, Superior Court of
27 California, County of Fresno, Honorable D. Tyler Tharpe presiding (approved as class counsel in
28 a wage and hour class action on behalf of metal fabricators for unpaid wages, meal and rest period

1 violations, and associated penalties); *Maria E. Herrera De Quilo v. Yergat Packing Company,*
2 *Inc.*, Case No. MCV085367, Superior Court of California, County of Madera, Honorable Michael
3 J. Jurkovich presiding (approved as class counsel in a wage and hour class action on behalf of
4 current and former agricultural workers for unpaid wages, meal violations, and derivative
5 penalties); *Juan Olivares v. Brickley Construction Company, Inc.*, Case No. CIVSB2025107,
6 Superior Court of California, County of San Bernardino, Honorable David Cohn presiding
7 (approved as class counsel in wage and hour class action on behalf of construction workers for
8 off-the-clock violations, regular rate violations, meal and rest period violations and related
9 penalties); *Nora Ambris Cruz v. WMJ Farms, Incorporated*, Case No. VCU282915, Superior
10 Court of California, County of Tulare, Honorable David C. Mathias presiding (approved as class
11 counsel in a wage and hour class action on behalf of current and former agricultural workers for
12 unpaid wages, meal and rest period violations, and derivative penalties); *Veronica Graham v.*
13 *Gafe Pizza, Inc.*, Case No. CIV-DS-2013279, Superior Court of California, County of San
14 Bernardino, Honorable David Cohn, presiding (approved as class counsel and granted final
15 approval of settlement in a wage and hour class action on behalf of current and former employees
16 of a fast food franchise for unpaid wages, meal and rest period violations, unpaid reimbursements,
17 and derivative penalties); *Daniel Moreno v. Peters Fruit Farms, Inc.*, Case No. 21C-0196,
18 Superior Court of California, County of Kings, Honorable Valerie R. Chrissakis, presiding
19 (approved as class counsel and granted final approval of settlement in a wage and hour class
20 action on behalf of current and former agricultural workers for unpaid wages, meal and rest period
21 violations, unlawful deductions, and derivative penalties); *Marcos Garnica v. Socal Retail*
22 *Services, Inc.*, Case No. 21STCV08762, Superior Court of California, County of Los Angeles,
23 Honorable Maren Nelson, presiding (approved as class counsel and granted final approval of
24 settlement in wage and hour class action on behalf of current and former construction workers for
25 unpaid wages, meal and rest period violations, unpaid reimbursements, and derivative penalties).

26 5. I have also been named a Southern California Super Lawyers' Rising Star in the
27 area of employment litigation four years in a row from 2019 to 2024.
28

1 6. I was also recognized by TopVerdict for being part of a team that secured one of
2 the top 50 labor and employment law settlements in California in 2019. Furthermore, I was
3 recognized by TopVerdict for securing two of the top 100 labor and employment law settlements
4 in 2022. I am also active in the California employment and consumer law community. I am a
5 member of the Consumer Attorneys Association of Los Angeles ("CAALA") and the California
6 Employment Lawyers Association ("CELA") for which I serve on the CELA Wage and Hour
7 Committee. I also participate in the CELA mentor program to provide mentorship and guidance
8 to young attorneys interested in employment law.

9 7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
10 involved in every aspect of this case from its inception through the present, and I believe that the
11 proposed Settlement is a fair result for the Settlement Class.

12 8. Defendant Auto Franchise Systems, LLC is located in Illinois, with offices in
13 Santa Clara County, and is in the business of transporting trucks, vehicles, and other assets across
14 California. Plaintiff's primary duties were to deliver vehicles to customers throughout California
15 from approximately October 2020 until approximately November 2022 when Plaintiff went on
16 disability leave. Plaintiff, like other members of the class, was paid hourly compensation.

17 9. Plaintiff filed a class action complaint ("Complaint") against Defendant on June
18 9, 2023, in Santa Clara County Superior Court, Case No. 23CV417146, which alleges causes of
19 action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period
20 violations; (4) rest period violations; (5) failure to reimburse for necessary business expenses;
21 (6) failure to provide accurate, itemized wage statements; (7) waiting time penalties; and (8)
22 unfair competition. Plaintiff filed a First Amended Class and Representative Action Complaint
23 ("FAC") on October 9, 2023, to add an additional cause of action for civil penalties under the
24 Private Attorneys General Act ("PAGA") pursuant to Labor Code Sections 2698 *et seq.* based
25 on claims asserted in the PAGA letter Plaintiff submitted to the LWDA on June 9, 2023, in Case
26 No. LWDA-CM-960833-23. The Complaint and the FAC are referred to herein as the "Action."
27 The FAC is the Operative Complaint for settlement purposes.

28 10. After agreeing to participate in mediation, the Parties conducted significant

1 investigation of the facts and law through informal discovery. Defendant informally produced
2 a class list, all time and pay records for an approximately 15% random sample of Settlement
3 Class Members, key class data points, and other documents and information relevant to the
4 claims alleged in advance of mediation. Counsel for the Parties have further investigated the
5 applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses
6 thereto, and the damages and penalties claimed by Plaintiff in the lawsuit. After the detailed
7 review of the payroll and time records and other documents produced by Defendant, I drew on
8 my extensive experience in similar cases to assess strengths and weaknesses of Plaintiff's case.
9 This discovery allowed the Parties to assess the merits and value of Plaintiff's claims and
10 Defendant's defenses thereto, if a settlement could not be reached.

11 11. On January 11, 2024, after extensive research and analysis, including my firm's
12 detailed analysis of Defendant's potential exposure with the help of their retained expert, a full-
13 day mediation was held with David Lowe, Esq., a well-respected wage and hour class action
14 mediator. When my firm transmitted the time and pay data to our hired expert, Eric Lietzow,
15 CPA/ABV, a Principal and Data Analyst at Desmond, Marcello, & Amster, we requested that
16 he confirm the date range of the data provided, and extrapolate: (i) the total number of non-
17 exempt employees for the Class Period, (ii) the total number of workweeks worked by all non-
18 exempt employees for the Class Period, (iii) the total number of non-exempt employees who
19 separated their employment between June 9, 2020 and January 11, 2024, (iv) the total number of
20 pay periods worked from June 9, 2022 to January 11, 2024, (v) the total number of unique
21 employees from June 9, 2022 to January 11, 2024, and (vi) the average regular rate of pay. Mr.
22 Lietzow also estimated the amount of unpaid wages and penalties Defendant could potentially
23 be found liable resulting from rounding time worked, minimum wage violations, unpaid
24 overtime, meal and rest period violations, failure to reimburse business expenses and derivative
25 penalties. During mediation, the Parties vigorously debated their opposing legal positions, the
26 likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses for
27 the claims alleged by Plaintiff. After a full day of mediation, the Parties reached an agreement
28 to resolve this dispute on a class and representative basis. The Parties subsequently worked
diligently to negotiate and memorialize the terms in a memorandum of understanding and

1 subsequently, in the long form Settlement Agreement, which was signed by the Parties and is
2 now presented to this Court for preliminary approval. A true and correct copy of the Stipulation
3 of Class and PAGA Settlement (“Settlement” or “Settlement Agreement”) is attached hereto as
4 **Exhibit A**. The proposed Class Notice Packet, composed of the Notice of Pendency of Class
5 Action Settlement (“Class Notice”) is attached to hereto as **Exhibit B**.

6 12. Defense counsel represents that the Settlement Class consists of approximately
7 133 current and former employees. Although the Parties engaged in significant informal
8 discovery in advance of mediation, the Parties still had significant discovery to complete in
9 formal litigation had the matter not settled. This would have required expenditure of substantial
10 time and resources by both Parties that would have very likely spanned several years. Moreover,
11 even if Plaintiff was able to certify the classes, the Parties would incur considerably more attorney
12 fees and costs through a possible decertification motion, trial, and possible appeal. This
13 settlement avoids those risks and the accompanying expense.

14 13. The monetary terms of the Settlement are summarized below:

Maximum Settlement Amount (“MSA”):	\$230,000.00
Minus Court-approved attorneys’ fees (33% of MSA):	\$75,900.00
Minus Court-approved, verified costs (up to):	\$20,000.00
Minus Court-approved Class Representative Service Award:	\$5,000.00
Minus Settlement Administrator costs:	\$5,990.00
Minus PAGA Penalties to LWDA:	\$3,750.00
Net Settlement Fund (“NSF”):	\$119,360.00

21 14. Plaintiff alleges that Defendant failed to maintain any meal period policies until
22 2020. Even after 2020, the meal period policy was silent regarding second meal periods. Plaintiff
23 also alleges Defendant unlawfully and systematically edited employee time records without
24 employee authorization to create an appearance that employees received legally-compliant meal
25 periods when they did not. Moreover, Defendant’s own records demonstrate a meal period
26 violation on approximately 30.39% of shifts worked. The systemic violations were a result of
27 employees having to meet tight deadlines. These records create a rebuttable presumption at class
28 certification that meal periods were not authorized. Further, despite employees regularly

1 working shifts in excess of 10 hours, Plaintiff also alleges that employees were almost never
2 provided second meal periods. Furthermore, a review of the Class time and pay records confirms
3 that Defendant only paid eleven premium payments for non-compliant meal periods during the
4 Class Period. Based on information provided by Defendant, there were approximately 8,000
5 shifts over 5.0 hours with a unique meal period violation¹ and Plaintiff therefore calculates
6 Defendant's exposure on this claim as follows: \$127,360.00 (8,000 shifts * \$15.92 average
7 hourly rate of pay). In response to Plaintiff's allegations, Defendant maintains that it always
8 provided legally compliant meal periods to Class Members and maintained and enforced lawful
9 meal period policies, as per their employee handbook, which provide for timely meal periods.
10 Defendant further argues that this claim would not be certified due to the lack of any common
11 evidence tying together the reason that Class Members experienced a meal period violation.
12 Defendant also argues that the presence of these affirmative defenses as to the voluntariness of a
13 particular meal period decision would preclude class certification. Moreover, Defendant argues
14 that by its nature, Plaintiff's claim that Defendant edited meal period punches without
15 authorization could not be certified because individual inquires would be required to determine
16 if a given meal period edit was authorized and therefore was lawful. Therefore, Plaintiff
17 discounted the maximum amount that the Settlement Class could potentially recover for meal
18 period violations by 45% for a risk of non-certification, and an additional 45% for a risk of losing
19 on the merits based on Defendant's records, or having the amount of meal period violations
20 reduced, to arrive at an estimated exposure amount of \$38,526.

21 15. Plaintiff argues that Defendant failed to authorize duty free rest periods to the
22 Class. Moreover, there is no evidence that Defendant ever paid any rest period premium wages
23 per Labor Code section 226.7. Plaintiff estimates a violation on every shift over 3.5 hours and
24 therefore calculates Defendant's exposure on this claim as follows: \$352,230.00 (22,125 shifts
25 with a rest period violation [assuming a violation on every shift over 3.5 hours] * \$15.92 average
26 hourly rate of pay). However, Defendant contends that it always authorized lawful rest periods

27 ¹ Unique meal period violations are defined as shifts with at least one of the following: 1)
28 recorded 1st meal break after the end of the 5th hour for shifts greater than 5 hours, 2) 1st meal
break less than 30 minutes for shifts greater than 5 hours, 3) no 1st meal break for shifts greater
than 5 hours, or 4) no 2nd meal break for shifts greater than 10 hours.

1 and maintained lawful rest period policies, as per their employee handbook. Defendant further
2 argues that Plaintiff's rest period claim is inherently unsuited for class treatment as there are no
3 records of whether or not rest periods were taken, therefore requiring an individualized inquiry
4 into whether each class member failed to take rest periods on each shift, which would devolve
5 into an unmanageable series of mini-trials. Moreover, Defendant argues that the nature of Class
6 Members work, delivering vehicles, meant that they were free to take rest periods as needed, and
7 did not need to have their rest periods scheduled. In light of these defenses, Plaintiff discounted
8 the maximum amount for this claim by 60% for risk of non-certification, and an additional 55%
9 for a risk of being unsuccessful on the merits, or having the maximum exposure reduced, to arrive
10 at an estimated exposure of \$63,401.

11 16. Throughout the Class Period, Plaintiff alleges that Defendant utilized an unlawful
12 timekeeping policy that systematically benefits the employer. Specifically, Plaintiff alleges that
13 Defendant would round time punches in increments of 15 minutes even though it captured actual
14 employee clock in and clock out times. Further, Plaintiff alleges that she routinely commenced
15 work prior to the time indicated in the rounded records, and she frequently continued working
16 after the times indicated on the time records. Plaintiff alleges that this practice resulted in Class
17 Members systematically being compensated for less time than they actually worked. Defendant's
18 alleged failure to pay Class Members for all minimum wages and overtime owed, if established,
19 would violate California law, which is designed to ensure full payment for all hours worked.
20 After conducting an investigation of this claim for mediation, based on review of the data,
21 Plaintiff estimated that the Class Members were undercompensated for approximately 902.24
22 overtime hours. Assuming an average overtime rate of pay of \$23.88, this resulted in \$21,545.49
23 in unpaid overtime (902.24 undercompensated overtime hours * \$23.88 hourly overtime
24 premium). Defendant countered that its rounding practice was neutral and lawful under *Ferra v.*
25 *Loews Hollywood Hotel, LLC* (2019) 40 Cal.App.4th 220 and *See's Candy Shops, Inc. v.*
26 *Superior Court* (2012) 210 Cal.App.4th 889 even though it has the ability as an employer to
27 accurately record all time worked. After further investigation of the facts, in light of these
28 defenses, Plaintiff discounted the maximum amount of \$21,545.49 for this claim by 35% for risk
of non-certification, and an additional 40% for being unsuccessful on the merits, or having the

1 amount of damages reduced due to an over estimation of the amount of off-the-clock work
2 performed to arrive at an estimated exposure of \$8,403.

3 17. Plaintiff alleges that Defendant failed to reimburse their employees for necessary
4 business expenses such as routinely using their personal cell phones for work purposes, including
5 clocking out on a mobile app, contacting customers, and using GPS on their personal cell phones
6 for driving. Defendant admits that it did not provide company cell phones or reimburse
7 employees for the use of their personal phones. Reimbursement claims, and the legal
8 determination of whether a certain expense must be reimbursed by the employer is the type of
9 common question that is routinely certified. After my firm's investigation and discussion with
10 Class Members, Plaintiff estimated an average of \$40.00 in unreimbursed cellular phone
11 expenses per pay period during the Class Period. Accordingly, Plaintiff calculated Defendant's
12 maximum exposure on this claim as follows: 3,470 pay periods worked during the Class Period
13 * \$40.00 = \$138,800.00. However, this claim would likely present similar problems of
14 individualized proof and raise numerous individualized inquiries that Defendant argues would
15 prohibit certification, including that not all Class Members formally requested reimbursement.
16 Moreover, Defendant argues that Class Members did not need to use their cell phones and instead
17 were all provided tablets to record their work time, contact customers, and to use GPS. In light
18 of these defenses, Plaintiff discounted the maximum exposure by 40% for a risk of non-
19 certification, and an additional 45% for a risk of being unsuccessful on the merits, or having the
20 amount of non-reimbursed expense reduced, to arrive at an estimated exposure of \$45,804.

21 18. Plaintiff contends that for each pay period in which there are unpaid wages and
22 premiums, Plaintiff and the putative class would have received a non-compliant wage statement
23 in violation of Labor Code Section 226. Plaintiff calculated that 68 employees were issued a
24 combined 1,130 allegedly non-compliant wage statements during the applicable Statute of
25 Limitations period. Plaintiff therefore calculated Defendant's maximum exposure for wage
26 statement violations at \$109,600 (68 initial violations x \$50 for initial penalty) + (1,062
27 subsequent violations x \$100 subsequent violation penalty). In response, Defendant argued that:
28 (i) no violations occurred based on the decision in *Maldonado v. Epsilon Plastics, Inc.* (2018) 22
Cal.App.5th 1308, which holds that there is no wage statement violation when the wage

1 statements accurately reflect the compensation received by an employee, (ii) any alleged
2 violations were not “knowing and intentional” as required by Labor Code § 226(e), and (iii) no
3 injury was suffered. As such, Plaintiff discounted this claim by 40% for risk of non-certification
4 for failure to certify the underlying claim and an additional 40% for failing to prevail on the
5 merits to arrive at an estimated exposure of \$39,456.

6 19. Plaintiff alleges that Defendant is also liable for waiting time penalties as a result
7 of its failure to pay all minimum wage, overtime and premium wages owed. There are
8 approximately at least 78 Class Members who separated their employment with Defendant within
9 the relevant time period. The estimated average waiting time penalty per former employee was
10 calculated at \$3,820.80 (\$15.92 average hourly rate of pay * 8.0 average number of hours per
11 shift * 30 days), resulting in a total maximum exposure of \$298,022.40 (78 former employees *
12 \$3,820.80). To the extent that Plaintiff’s waiting time penalty claim was derivative of her claims
13 for overtime and premium wages, Defendant argues that it provided all meal periods, authorized
14 all rest periods and paid all minimum wage and overtime compensation. Defendant also contends
15 that because it possessed good-faith defenses to the underlying claims, any failure to pay wages
16 was not “willful” as a matter of law. As a result, Plaintiff discounted the maximum exposure by
17 45% to account for the risk of non-certification of the claims upon which the waiting time
18 penalties rely, and an additional 50% for failing to prevail on the merits, including the inability
19 to establish willfulness, to arrive at an estimated exposure of \$81,956.

20 20. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing
21 alleged Labor Code violations. The specific statutory violations upon which Plaintiff based the
22 claim under PAGA are: (i) Labor Code sections 1182.12, 1194, 1194.2 and 1197 for minimum
23 wage violations; (ii) Labor Code sections 204, 510, 558, 1194, and 1198 for failing to pay all
24 overtime wages owed; (iii) Labor Code sections 226.7, 512, 558, and 1198 for meal period
25 violations; (iv) Labor Code sections 226.7, 516, 558, and 1198 for rest period violations; (v)
26 Labor Code section 226 for failing to provide accurate, itemized wage statements; (vi) Labor
27 Code section 2802 for failing to reimburse employees for business expenses; (vii) Labor Code
28 sections 201 through 204 for failing to timely pay all wages owed, including upon termination;
(viii) Labor Code section 204 for failure to pay employees for wages earned between the 16th and

1 the last day of the month by the 10th day of the next month; and (ix) Labor Code section 2810.5
2 for failing to provide Labor Code section 2810.5 disclosures. Based on the violations addressed
3 above, Plaintiff contends that Defendant is liable for PAGA civil penalties for each of the 1,130
4 pay periods worked during the PAGA period. Accordingly, Plaintiff calculates Defendant's
5 exposure at \$113,000 (1,130 pay periods * \$100 for each violation). However, Defendant asserts
6 a number of credible defenses to Plaintiff's claims. First, these penalties largely derive from the
7 underlying wage and hour violations discussed above, which Defendant vigorously dispute.
8 Defendant further alleges that none of the violations would be deemed knowing and intentional
9 as there is no evidence to suggest that Defendant intentionally violated the Labor Code and that
10 Defendant's policies and procedures demonstrate that Defendant acted in good faith in regard to
11 paying the putative class members all wages due. For these reasons, Defendant argues the Court
12 would drastically reduce any award of PAGA penalties as "confiscatory." Therefore, Plaintiff
13 discounted the maximum PAGA exposure 60% for risk of losing on the merits, and an additional
14 55% to account for additional risks unique to the PAGA claim, including the discretionary nature
15 and the possibility of the Court reducing penalties, to arrive at an estimated exposure of
\$20,340.00.

16 21. Using these estimated figures for each of the claims described above, Plaintiff
17 predicted that the potential recovery for the Settlement Class would be approximately \$297,886.
18 The proposed settlement of \$230,000.00 therefore represents approximately 77% of the
19 reasonably forecasted recovery for the Settlement Class.

20 22. My firm will also apply for an attorneys' fees award of thirty-three percent (33%)
21 of the MSA, which is currently estimated to be \$75,900.00 and up to \$20,000.00 in verified costs
22 reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex,
23 risky, expensive, and time-consuming litigation on a purely contingent fee basis. My firm has
24 incurred substantial attorney fees conducting pre-filing investigation, legal research and analysis
25 regarding the merits of Plaintiff's claims, Plaintiff's ability to recover penalties under the PAGA,
26 propounding informal discovery, reviewing documents and data provided by Defendant prior to
27 mediation, drafting and filing Plaintiff's Complaint and LWDA notice letter, drafting and filing
28 the FAC, drafting a mediation brief, preparing for and attending mediation, drafting the long-

1 form Settlement Agreement and Class Notice documents, preparing the motion for preliminary
2 settlement approval and supporting declarations, and otherwise litigating the case. I expect my
3 firm to expend additional attorney time in attending the hearing on this Motion, overseeing the
4 Notice process and fielding questions from class members, preparing the final approval papers,
5 and attending the Final Approval hearing. As part of the Final Approval motion, my firm will
6 provide the necessary information regarding hours reasonably expended and my and my firm's
7 reasonable hourly rate to allow the Court to perform a lodestar cross-check.

8 23. To date, my firm has incurred approximately \$16,550.26 in litigation costs without
9 receiving any compensation to date. As part of Plaintiff's motion for final approval, my firm will
10 request only the reimbursement of costs reasonably incurred supported by declaration with an
11 itemized cost sheet. The costs Plaintiff seeks are the types of costs routinely approved by courts.

12 24. Plaintiff will seek a Class Representative Service Award of \$5,000, and I believe
13 this Service Award is reasonable given Plaintiff's effort in this case and the risks she undertook
14 on behalf of the Settlement Class, including the risk that she could be held liable for Defendants'
15 costs if this case was unsuccessful. Plaintiff also faced especially prevalent risks in bringing
16 forward this lawsuit in that potential employers would not hire or rehire her because she filed this
17 lawsuit. As will be fully briefed at the time of final approval, Plaintiff's requested Class
18 Representative Service Award is intended to recognize the time and effort Plaintiff expended on
19 behalf of the Settlement Class, including providing substantial factual information and
20 documents to my firm, attending multiple virtual meetings with my firm to discuss the claims
21 and theories at issue in the litigation, actively participating in the prosecution of her claims, as
22 well as the significant risks Plaintiff undertook by agreeing to serve as the named plaintiff in this
23 case.

24 25. The settlement agreement provides that the *cy pres* recipient is Truckers Against
25 Trafficking. It is my understanding that neither the Parties nor their attorneys have any formal
26 relationship with Truckers Against Trafficking. The *cy pres* is needed pursuant to CCP § 384
27 because it is anticipated that some small percentage of checks will not be cashed. Given a large
28 number of Class Members are truck drivers this allocation is in compliance with CCP § 384,

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because the non-profit organization “supports projects that will benefit the class.”

26. My office submitted the proposed Settlement to the Labor and Workforce Development Agency (“LWDA”). Attached hereto as **Exhibit C** is a true and correct email confirmation of my submission of the Settlement to the LWDA.

27. My office has agreed with Perez, Williams, Medina & Rodriguez LLP that the attorney’s fees in this case will be shared as follows: Twenty-five percent (25%) to Perez, Williams, Medina & Rodriguez LLP; and Seventy-five percent (75%) to Stansbury Brown Law, PC. Plaintiff Jessica Uribe consented to this fee split in writing on July 15, 2022.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on February 13, 2024, at Venice, California.



Daniel J. Brown

EXHIBIT A

STIPULATION OF CLASS AND PAGA SETTLEMENT

This Stipulation of Class and PAGA Settlement (“**Settlement Agreement**”) is reached by and between: (i) Plaintiff Jessica Uribe (“**Plaintiff**”), individually and on behalf of all Aggrieved Employees and members of the Settlement Class, defined below, on the one hand; and (ii) Defendant Auto Driveaway Franchise Systems, LLC (“**Defendant**”) on the other hand (Plaintiff and Defendant are referred to herein as the “**Parties**”). Plaintiff, Aggrieved Employees and the Settlement Class are represented by Daniel J. Brown and Jessica Flores of Stansbury Brown Law, PC (“**Class Counsel**”). Defendant is represented by Marie Trimble Holvick and Helen Barefield of Gordon Rees Scully Mansukhani, LLP.

Plaintiff filed a class action complaint (“**Complaint**”) against Defendant on June 9, 2023, in Santa Clara County Superior Court, Case No. 23CV417146, which alleges causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for necessary business expenses; (6) failure to provide accurate, itemized wage statements; (7) waiting time penalties; and (8) unfair competition. Plaintiff filed a First Amended Class and Representative Action Complaint (“**FAC**”) on October 9, 2023 to add an additional cause of action for civil penalties under the Private Attorneys General Act (“**PAGA**”) pursuant to Labor Code section 2698 *et seq.* based on claims asserted in the PAGA letter Plaintiff submitted to the LWDA on June 9, 2023, in Case No. LWDA-CM-960833-23. The Complaint and FAC are referred to herein as the “**Action**.” The FAC is the Operative Complaint for settlement purposes.

On January 11, 2024, Plaintiff and Defendant, represented by their respective counsel of record, privately mediated the Action before David Lowe, Esq. On the same date, the Parties reached a tentative agreement by way of a mediator’s proposal, which is now presented to the Court for approval.

Prior to entering into settlement discussions, the Parties conducted significant investigation of the facts and law both through informal discovery, which included the disclosure of the names of putative class members, review and analysis of Defendant’s policies and putative class members’ and Aggrieved Employees’ time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff’s claims, the defenses thereto, and the damages and penalties claimed by Plaintiff in the lawsuit. As a result of the Parties’ thorough investigation of the allegations and defenses thereto, they were able to reach an agreement for a global settlement after extensive negotiations.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Action on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Action.

1. Certification for Settlement Purposes.

For the purposes of this Settlement Agreement only, the Parties stipulate to conditional certification of the following Settlement Class:

All current and former non-exempt employees of Defendant Auto Driveaway Franchise Systems, LLC who worked for Defendant (“**Class Members**”) at any time during the period of June 9, 2019 through January 11, 2024 (the “**Class Period**”).

2. Aggrieved Employees.

For the purposes of this Settlement Agreement only, the Parties stipulate that the “**Aggrieved Employees**” shall be defined as:

All current and former non-exempt employees of Defendant Auto Driveaway Franchise Systems, LLC who worked for Defendant at any time during the period of June 9, 2022, through January 11, 2024 (the “**PAGA Period**”).

3. Releases.

- A. **Released Parties.** As referenced herein, **Released Parties** shall collectively mean: Defendant Auto Driveaway Franchise Systems, LLC, and its respective past and present officers, directors, shareholders, and their attorneys and insurers.
- B. **Releases Effective Upon Full Payment of the Maximum Settlement Amount (“MSA”).** Effective on the date when Defendant fully funds the entire Maximum Settlement Amount and funds all employer payroll taxes owed on the wage portion of the individual Participating Member Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as described below.
- C. **Released Class Claims.** All Class Members who do not opt out of the settlement (collectively, “**Participating Class Members**”) on behalf of themselves and their respective past and present representatives, release Released Parties, from all claims that were alleged based on the facts pled in the Action during the Class Period, including, but not limited to: (a) failure to pay minimum wage; (b) failure to pay all overtime wages; (c) failure to reimburse for necessary business expenses; (d) failure to provide accurate, itemized wage statements; (e) waiting time penalties; (f) meal period violations; (g) rest period violations; and (h) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* premised on the claims pled based on the factual allegations in the Action that arose during the Class Period. This release extends to subsequent single plaintiff actions that seek recovery for claims regarding meal and/or rest breaks, time punches, wage statements, minimum wages, overtime wages, and/or business expenses, where future plaintiffs are members of this class and receive relief under this settlement.
- D. **Released PAGA Claims.** Aggrieved Employees, on behalf of themselves and their respective past and present representatives, and regardless of whether they opt out of

the Settlement Class, will release and discharge the Released Parties from all claims for PAGA civil penalties that were alleged based on facts pled in the Action and/or the notice Plaintiff sent to the LWDA, Case No. LWDA-CM-960833-23 for alleged Labor Code violations that arose during the PAGA Period.

4. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Defendant agrees to pay a common fund of Two Hundred Thirty Thousand Dollars and Zero Cents (\$230,000.00) (“**Maximum Settlement Amount**” or “**MSA**”) in full and complete settlement of this matter. Besides the triggering of the escalator clause pursuant to paragraph 4(D) of this Settlement Agreement and Defendant’s payment of its share of payroll taxes pursuant to paragraph 4(C) of this Settlement Agreement, in no event shall Defendant be required to pay more than the MSA. The MSA shall be paid as follows:
- A. **Funding of the Maximum Settlement Amount.** The MSA shall be deposited with the Settlement Administrator within ten (10) business days of Final Approval (which for this purpose shall be defined as the date on which the Court enters an Order granting Final Approval, or solely in the event that there are any objections to the settlement, the filing of an objection being a prerequisite to the filing of an appeal, the later of: (i) the last date on which any appeal might be filed, or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review).
- B. **Non-reversionary.** This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- i. All payments to the Aggrieved Employees and Settlement Class;
 - ii. **Settlement Administrator.** All fees and expenses of the settlement administrator associated with the administration of the settlement, which are anticipated to be no greater than Five Thousand Nine Hundred Ninety Dollars and Zero Cents (\$5,990.00). The Parties agree to the appointment of Apex Class Action Settlement Administrators as the settlement administrator (“**Settlement Administrator**”) and to Class Counsel seeking Court approval to pay up to Five Thousand Nine Hundred Ninety Dollars and Zero Cents (\$5,990.00) from the Maximum Settlement Amount for the Settlement Administrator’s services. The Settlement Administrator shall be responsible for sending all required notices in both English and Spanish, providing written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Notices mailed or re-mailed, Notices returned undelivered, Requests for Exclusion, objections and disputes received from Class Members, calculating the Net Settlement Fund, calculating each Class Member’s and Aggrieved Employees’ Participating Member Payment, defined below, amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Paragraph 5(C), and providing declarations regarding the Settlement Administrator’s background and services for Preliminary Approval, attesting to its due diligence and compliance with all of its obligations under this Agreement for Final Approval, and a final report detailing disbursement of

the Maximum Settlement Amount in compliance with the Final Approval Order. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Aggrieved Employees and Participating Class Members (collectively “**Participating Members**”);

- iii. Class Representative Service Award. Up to Five Thousand Dollars (\$5,000) for a class representative service award to Plaintiff, subject to Court approval, for her contributions to the Action, and service to the Settlement Class. Defendant will not object to a request for a Class Representative Service Award for Plaintiff based on her time and risks in prosecuting this case, and her service to the Settlement Class. This payment will be in addition to Plaintiff’s Participating Member Payment (defined below) as a Participating Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. The intent of the Parties is that the Class Representative Service Award to the Plaintiff compensates her for her services in connection with this Action and does not constitute wages. Therefore, the Settlement Administrator shall not withhold any taxes from the Class Representative Service Award and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Class Representative Service Award does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Class Representative Service Award constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume all responsibility for remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendant from the Class Representative Service Award paid under this Settlement Agreement, and all liability associated therewith. In the event that the Court reduces or does not approve the requested Class Representative Service Award, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;
- iv. Class Counsel Fees and Costs. Up to thirty-three percent (33%) of the Maximum Settlement Amount in attorneys’ fees, which is currently estimated to be Seventy-Five Thousand Nine Hundred Dollars and Zero Cents (\$75,900.00), and up to Twenty Thousand Dollars and Zero Cents (\$20,000) in verified costs and expenses related to the Action as supported by declaration. If the Maximum Settlement Amount increases pursuant to Paragraph 5(D), the amount of fees requested by Class Counsel will increase proportionally such that the requested award is thirty-three percent of the MSA. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement,

including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court; and

- v. **PAGA Penalties.** Five Thousand Dollars (\$5,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) will be payable to the Labor & Workforce Development Agency (“**LWDA Payment**”), and the remaining twenty-five percent (25%), or One Thousand Two Hundred Fifty Dollars (\$1,250.00) will be payable to the Aggrieved Employees as the “**PAGA Amount.**” The LWDA Payment and PAGA Amount are collectively referred to herein as the “**PAGA Penalties.**”

C. **Payroll Tax Payments.** Defendant’s share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Maximum Settlement Amount.

D. **Escalator Clause.** Defendant represents there are approximately 133 Class Members and approximately 6,921 Class Workweeks within the Class Period. If, the actual number of Class Members or the number of Class Workweeks released by this Settlement increases by 5% or more (i.e., increases by more than 6 Class Members or 346 Class Workweeks), then Defendant shall either (1) increase the Maximum Settlement Amount on a pro-rata basis equal to the increase in class size or number of workweeks (e.g., if the number of Class Members or Class Workweeks increases by 25%, the MSA will increase by 25%) or (2) elect to end the Class Period on the date the number of Class Members is less than or equal to 133 and the number of Workweeks is less than or equal to 6,921, in lieu of paying an increase to the Total Settlement Amount.

A “Class Workweek” shall be any calendar week in which the Class Member worked at least one shift performing work for Defendant Auto Driveaway Franchise Systems, LLC during the Class Period based on Defendant’s records.

E. **Disbursement of Maximum Settlement Amount.** Within ten (10) calendar days following the funding of the Maximum Settlement Amount with the Settlement Administrator by Defendant, the Settlement Administrator will calculate Participating Member Payments (defined below) and mail individual Participating Member Payments to Participating Class Members and Aggrieved Employees and transfer to Class Counsel its attorney’s fees and verified costs.

5. **Participating Member Payment Procedures.** Participating Members are not required to submit a claim form to receive their share of the Settlement (“**Participating Member Payment**”). Participating Member Payments will be determined and paid as follows:

- A. **Net Settlement Fund:** The Net Settlement Fund is the Maximum Settlement Amount after the following deductions are made: (a) all costs of settlement administration; (b) Class Representative Service Award to Plaintiff; (c) the LWDA Payment; and (d) costs and attorneys' fees for Class Counsel. The Net Settlement Fund shall be available for Participating Members. From the Net Settlement Fund, the Settlement Administrator will calculate each Participating Member Payment based on the following formula:
- i. PAGA Amount. Each Aggrieved Employee shall receive a portion of the One Thousand Two Hundred Fifty Dollars (\$1,250.00) that has been designated as the PAGA Amount based on their proportionate share of PAGA Pay Periods (i.e., any calendar pay period in which the Aggrieved Employee worked at least one shift performing work for Defendant Auto Driveaway Franchise Systems, LLC during the PAGA Period based on Defendant's records), by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all Aggrieved Employees.
 - ii. Remainder. The remainder of the Net Settlement Fund shall be distributed to each Participating Class Member based on their proportionate share of Class Workweeks, by multiplying the remaining Net Settlement Fund by a fraction, the numerator of which is the Participating Class Member's Class Workweeks, and the denominator of which is the total Class Workweeks of all Participating Class Members.
- B. **Participating Member Payment Tax Treatment.** For purposes of calculating applicable taxes and withholdings for the payment to Participating Members described in Paragraph 5(A)(ii), twenty percent (20%) of each such payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each such payment shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of these payments to each Participating Member above, none of the Participating Member Payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- C. **Deadline to Negotiate Participating Member Payment.** Each Participating Member who receives a Participating Member Payment must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Participating Members whose checks are not negotiated within the one hundred eighty (180) day period will not be reissued, and will be transferred by the Settlement Administrator to Truckers Against Trafficking, as the designated *cy pres*.

D. Defendant shall be deemed to have fully discharged its obligations to each Participating Member when the Settlement Administrator mails each Participating Member a settlement check, regardless of whether such checks are actually received and/or negotiated by Participating Members. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his, her, or its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Preliminary Approval**. Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Daniel J. Brown and Jessica Flores of Stansbury Brown Law, PC as Class Counsel;
- C. Appointing Jessica Uribe as the Class Representative for the Settlement Class;
- D. Approving Apex Class Action Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice and directing the mailing of same in English and Spanish;
- G. Scheduling a Final Approval hearing;
- H. Plaintiff shall submit the proposed settlement to the Labor Workforce Development Agency (“LWDA”) pursuant to Labor Code § 2699(1)(2). Proof of this submission will be provided to the Court and to Defendant’s counsel; and
- I. If Final Approval is granted, Plaintiff shall submit a copy of the Superior Court’s judgment to the LWDA after entry of the judgment or order, pursuant to Labor Code § 2699(1)(3).

7. **Notice Procedures**. Following preliminary approval, Class Members and Aggrieved Employees shall be notified as follows:

- A. Within fourteen (14) days after entry of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with a class list (in electronic format) including the full names, last known addresses, social security numbers, Class Workweeks and PAGA Pay Periods for each Aggrieved Employee and Class Member.

- B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Class Members and Aggrieved Employees through the National Change of Address (“NCOA”) database to determine any updated addresses for Class Members and Aggrieved Employees; (ii) update the addresses of any Class Member or Aggrieved Employee for whom an updated address was found through the NCOA search; and (iii) mail the Class Notice to each Class Member or Aggrieved Employee in English and Spanish at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Class Notices returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Class Notice. If an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice to the Class Member or Aggrieved Employee immediately, and in any event within three (3) business days of obtaining the updated address.
- D. **Opt-Out/Request for Exclusion Procedures.** Any Class Member who wishes to opt-out of the Settlement must complete and mail or fax a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Class Notices (the “**Response Deadline**”).
- i. The Request for Exclusion must: (1) contain the name, address, telephone number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the class settlement; (3) be signed by the Class Member; and (4) be faxed or postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion fails to comply with items (1), (2), or (4), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion not containing a Class Member’s telephone number will be deemed valid. The date of the postmark on the Request for Exclusion, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their share of the PAGA Amount) or have any right to object, intervene, appeal, or comment thereon. Any Class Member who does not submit a Request for Exclusion is automatically deemed a Participating Class Member. Not later than seven calendar days after the expiration of the Response Deadline, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“**Exclusion List**”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for

Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- E. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel as well as filing them with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Class Member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline.
- F. **Challenges to Participating Member Payment Calculations.** Each Class Notice mailed to a Class Member or Aggrieved Employee shall disclose the amount of the Class Member's or Aggrieved Employee's estimated Participating Member Payment as well as all of the information that was used from Defendant's records in order to calculate the Participating Member Payment, including the number of Class Workweeks and the number of PAGA Pay Periods. Class Members and Aggrieved Employees will have the opportunity, should they disagree with Defendant's records regarding the number of Class Workweeks and PAGA Pay Periods stated in their Class Notice, to challenge the data provided. In order to challenge Defendant's data, the Class Member or Aggrieved Employee must provide documentation and/or an explanation demonstrating that Defendant's data is incorrect and evidencing the correct number of Class Workweeks and/or PAGA Pay Periods that the Class Member or Aggrieved Employee believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.
- G. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Class Member's or Aggrieved Employee's Participating Member Payment, the allocation of W-2 wages, and the number of Class Workweeks and PAGA Pay Periods. Where the information submitted by Defendant from its records differ from the information submitted by the Class Member or Aggrieved Employee, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and Defendant's counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the

Settlement Administrator will finally determine the eligibility for and amount of any Participating Member Payment. Such determination shall be binding upon the Class Member, Aggrieved Employee, and the Parties.

8. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Class Representative Service Award, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the PAGA Penalties; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

9. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties or their representatives, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

10. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses of the Parties' representatives set forth below, or such other addresses as the Parties may designate in writing from time to time:

If to Defendant Auto Driveaway Franchise Systems, LLC	Marie Trimble Holvick, Esq. Helen Barefield, Esq. Gordon Rees Scully Mansukhani, LLP 275 Battery Street, Suite 2000 San Francisco, CA 94111 hbarefield@grsm.com mholvick@grsm.com
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If to Plaintiff:	Daniel J. Brown, Esq. Jessica Flores, Esq. STANSBURY BROWN LAW, PC 2610 ½ Abbot Kinney Blvd. Venice, CA 90291 dbrown@stansburybrownlaw.com jflores@stansburybrownlaw.com
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11. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

12. Counterparts. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

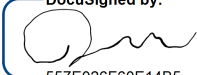
13. Failure to Obtain Final Approval. If the court fails to grant either preliminary or final approval, the Parties shall be restored to their positions at the time of the execution of this memorandum, which shall include but not be limited to, all funds paid by Defendant shall be returned to Defendant, with the exception that if any settlement administration costs are due and payable, Plaintiff and Defendant agree to split those costs.

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EXECUTION BY PARTIES AND COUNSEL

Date: 2/12/2024

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Jessica Uribe, Plaintiff

Date: 2/12/2024

DocuSigned by:

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Matt Salm, on behalf of
Defendant Auto Driveway Franchise
Systems, LLC

APPROVED AS TO FORM:

Date: 2/12/2024

GORDON REES SCULLY
MANSUKHANI, LLP



Marie Trimble Holvick
Helen Barefield
Counsel for Defendant Auto Driveway
Franchise Systems, LLC

Date: 2/12/24

STANSBURY BROWN LAW, PC



Daniel J. Brown
Counsel for Plaintiff and the Settlement
Class

EXHIBIT B

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Jessica Uribe v. Auto Driveaway Franchise Systems, LLC
Santa Clara County Superior Court
Case No.: 23CV417146

To: All current and former non-exempt employees of Defendant Auto Driveaway Franchise Systems, LLC who worked for Defendant (“Class Members”) at any time during the period of June 9, 2019 through January 11, 2024 (“Class Period”).

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Jessica Uribe v. Auto Driveaway Franchise Systems, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV417146 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Auto Driveaway Franchise Systems, LLC’s (“Defendant”) records show that you were employed by Defendant as a non-exempt employee at some point during the period of June 9, 2019 through January 11, 2024 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Jessica Uribe (“Plaintiff”) brought this Action against Defendant seeking to assert claims on behalf of a proposed class of all current and former non-exempt employees of Auto Driveaway Franchise Systems, LLC who worked for Defendant at any time during the period of June 9, 2019 through January 11, 2024 (“Class Members”). Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

The Action alleges that Defendant: (i) failed to pay employees minimum wages; (ii) failed to pay employees all earned overtime; (iii) failed to provide all legally required meal and rest periods; (iv) failed to reimburse for necessary business expenses; (v) failed to provide accurate and itemized wage statements; (vi) failed to timely pay all wages due or final wages due upon separation of employment; and (vii) engaged in unlawful business practices as a result of the above-mentioned alleged violations. The Action further alleges that Defendant is also liable for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies that it has done anything wrong. Defendant also denies that it owes Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement is a compromise of disputed claims and should not be considered an admission of liability on the part of Defendant, by whom all liability is expressly denied.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of the Court not allowing the case to proceed as a class action, the risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

The Court has not ruled on Plaintiff’s claims. In granting preliminary approval of the Settlement, the Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable. A final determination on whether the Settlement is fair, adequate, and reasonable will be made at the Final Approval hearing.

Your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant’s policies strictly prohibit unlawful retaliation. Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

<p>Attorneys for Plaintiff/Settlement Class:</p> <p>STANSBURY BROWN LAW, PC Daniel J. Brown, Esq. dbrown@stansburybrownlaw.com Jessica Flores, Esq. jflores@stansburybrownlaw.com 2610 ½ Abbot Kinney Blvd. Venice, California 90291 Tel: (323) 204-3124 www.stansburybrownlaw.com</p>	<p>Attorneys for Defendant Auto Driveaway Franchise Systems, LLC:</p> <p>GORDON REES SCULLY MANSUKHANI, LLP Marie Trimble Holvick, Esq. mholvick@grsm.com Helen Barefield, Esq. hbarefield@grsm.com 275 Battery Street, Suite 2000 San Francisco, CA 94111 (415) 986-5900 www.grsm.com</p>
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What are the terms of the Settlement?

Defendant has agreed to pay \$230,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Action, including payments to Class Members, Class Counsel’s attorneys’ fees and expenses, Settlement administration costs, and the Class Representative’s Service Award.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to thirty-three percent of the Maximum Settlement Amount, which is currently estimated at \$75,900.00 as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$20,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Apex Class Action Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$5,990.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Service Award. Class Counsel will ask the Court to award the Class Representative a Service Award in the amount of \$5,000.00 to compensate her for her service and extra work provided on behalf of the Class Members.

Payment to State of California. The Parties have agreed to allocate \$5,000.00 towards the Settlement of the PAGA claims in the Action. \$3,750.00 will be paid to the State of California Labor and Workforce Development Agency (“LWDA”), representing its 75% share of the PAGA civil penalties. The remaining \$1,250.00 will be allocated to Aggrieved Employees (i.e. Class Members who were non-exempt employees of Defendant Auto Driveaway Franchise Systems, LLC who worked for Defendant at any time during the period of June 9, 2022, through January 11, 2024 (the “PAGA Period”)) as part of the Net Settlement Fund described below.

Calculation of Class Members' Individual Participating Member Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the "Net Settlement Fund," which will be distributed to all Class Members who do not opt out of the settlement (collectively "Participating Class Members") (described below). The Net Settlement Fund is estimated at approximately \$119,360, and will be divided as follows:

- (i) \$1,250.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount" and will be distributed to each Aggrieved Employee based on the proportionate number of PAGA Pay Periods (defined as any calendar pay period in which the Aggrieved Employee worked at least one shift performing work for Defendant Auto Driveaway Franchise Systems, LLC based on Defendant's records) that he or she worked during the PAGA Period (during the period of June 9, 2022, through January 11, 2024). Class Members cannot opt out of the PAGA portion of the settlement, and will receive their portion of the PAGA Amount regardless of their decision to opt out of the class settlement.
- (ii) The remainder of the Net Settlement Fund will be distributed to each Participating Class Member based on the proportionate number of Class Workweeks (defined as any calendar week in which the Class Member worked at least one shift performing work for Defendant Auto Driveaway Franchise Systems, LLC based on Defendant's records) that he or she worked during the Class Period (from June 9, 2019 through January 11, 2024).

Payment of the Settlement. If the Court grants final approval of the Settlement, individual Participating Member Payments will be mailed to all Class Members for their portion of the PAGA Amount regardless of whether they submit a request for exclusion. In addition, Participating Class Members will receive additional compensation as part of their individual Participating Member Payments comprised of their portion of the Net Settlement Fund as described above.

Allocation and Taxes. For tax purposes, each Participating Member Payment shall be treated as follows: 20% as "wages," for which an IRS Form W-2 will be issued; and 80% as penalties and interest, for which an IRS Form 1099 will be issued. Class Members are responsible for the proper income tax treatment of the individual Participating Member Payments. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of awards they receive under the Settlement.

Class Release. If the Court approves the Settlement, Participating Class Members on behalf of themselves and their respective past and present representatives will release Defendant Auto Driveaway Franchise Systems, LLC, and its respective past and present officers, directors, shareholders, and their attorneys and insurers (the "Released Parties") from all claims that were alleged based on the facts pled in the Action during the Class Period, including but not limited to: (a) failure to pay minimum wage; (b) failure to pay all overtime wages; (c) failure to reimburse for necessary business expenses; (d) failure to provide accurate, itemized wage statements; (e) waiting time penalties; (f) meal period violations; (g) rest period violations; and (h) all claims arising out of unfair business practices under Business & Professions Code § 17200, et seq. premised on the claims pled based on the factual allegations in the Action that arose during the Class Period. This release extends to subsequent single plaintiff actions that seek recovery for claims regarding meal and/or rest breaks, time punches, wage statements, minimum wages, overtime wages, and/or business expenses, where future plaintiffs are members of this class and receive relief under this settlement.

PAGA Release. Plaintiff and all current and former non-exempt employees of Defendant Auto Driveaway Franchise Systems, LLC who worked for Defendant ("Aggrieved Employees") at any time during the period of June 9, 2022, through January 11, 2024 (the "PAGA Period") on behalf of themselves and their respective past and present representatives, regardless of whether they opt out of the Settlement Class, will release and discharge the Released Parties from all claims for PAGA civil penalties that were alleged based on facts pled in the Action and/or the notice Plaintiff sent to the LWDA, Case No. LWDA-CM-960833-23 for alleged Labor Code violations that arose during the PAGA Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of Class Workweeks you worked during the Class Period, and the proportionate number of PAGA Pay Periods you worked during the PAGA Period, as stated in this Notice. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Participating Member Payment. Your award is based on the proportionate number of Class Workweeks you worked during the Class Period and the proportionate number of PAGA Pay Periods you worked during the PAGA Period. The information contained in Defendant's records regarding each of these factors, along with your estimated individual Participating Member Payment, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make a determination as to whether an adjustment will be made.

According to Defendant's records:

- (a) you worked for Defendant in California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] Class Workweeks between June 9, 2019 and January 11, 2024, for Defendant; and
- (c) you worked [REDACTED] PAGA Pay Periods between June 9, 2022 and January 11, 2024, for Defendant.

Based on the above, your individual Participating Member Payment is estimated at \$ [REDACTED]. The lowest Participating Member Payment to a Class Member is estimated at \$ [REDACTED]. The highest Participating Member Payment to a Class Member is estimated at \$ [REDACTED].

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself from the class portion of the settlement by making a request for exclusion, and sending it to the Settlement Administrator postmarked no later than <<RESPONSE DEADLINE>>. The request for exclusion must: (1) contain your name, address, telephone number; (2) contain a statement that you wish to be excluded from the class settlement; and (3) be signed by you and (4) be faxed or postmarked by the <<RESPONSE DEADLINE>> and mailed to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. If the request for exclusion fails to comply with items (1), (2), or (4) it will not be deemed a valid request for exclusion from this Settlement, except a request for exclusion not containing your telephone number will be deemed valid.

Send the request for exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely request for exclusion, shall, upon receipt by the Settlement Administrator, not be a Class Member. If you exclude yourself, you will still receive your portion of the PAGA Amount if you are an Aggrieved Employee.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may timely submit a written objection directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your full name, current address, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection, together with any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 19 of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, California 95113-1090. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Service Award to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<<SETTLEMENT ADMINISTRATOR URL>>>. You can also telephone or send an email to Class Counsel using the contact information listed above, or consult the Superior Court website by going to <https://www.sccourt.org/> and looking up the case number (Case No. 23CV417146). You may also inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, California 95113-1090, during regular court hours. The Settlement Agreement is attached as Exhibit A to the Declaration of Daniel J. Brown in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on <<<DATE PRELIMINARY APPROVAL MOTION FILED>>>.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting a request for exclusion, a written objection, or any dispute is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIMINARY APPROVAL DATE>>.

EXHIBIT C



Isabella Aguinaga <assistant@stansburybrownlaw.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: assistant@stansburybrownlaw.com

Tue, Feb 13, 2024 at 12:48 PM

02/13/2024 12:48:11 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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