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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

RAUL SERRANO, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

DELUXE AUTO CARRIERS, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. CVRI2402625

[Complaint Filed: May 13, 2024]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Judge: Judge Hopp
Dept. 1

1 This Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims is
2 entered into by and between Plaintiff Raul Serrano (hereinafter collectively “Plaintiff”), an
3 individual, on behalf of himself, and on behalf of all persons similarly situated, and Defendant
4 Deluxe Auto Carriers, Inc. (hereinafter “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” means the putative class action lawsuit designated *Serrano v. Deluxe Auto*
7 *Carriers, Inc.*, Riverside County Superior Court, Case No. CVRI2402625, filed May
8 13, 2024.
- 9 B. “Aggrieved Employees” means all current and former non-exempt driver employees
10 who worked for Defendant within the State of California during the PAGA Period.
- 11 C. “Aggrieved Employee Payment” is included within the “PAGA Payment” as defined
12 herein and means the Aggrieved Employees’ pro-rata share of the twenty-five percent
13 (25%) portion of the PAGA Payment allocated and distributed to the Aggrieved
14 Employees.
- 15 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
16 Class and PAGA Action Claims and Release of Claims.
- 17 E. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and
18 Shani Zakay, Esq. of Zakay Law Group, APLC.
- 19 F. “Class Counsel Award” means the award of fees and expenses that the Court
20 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
21 and the Class in the Action, consisting of attorneys’ fees up to and not to exceed one-
22 third of the Gross Settlement Amount currently estimated to be \$133,333.33 out of
23 \$400,000.00, plus costs and expenses in the amount of up to and not to exceed
24 \$30,000.00. Class Counsel’s award for attorneys’ fees will be divided equally
25 between Class Counsel (50% to JCL Law Firm, APC; and 50% to Zakay Law Group,
26 APLC).
- 27 G. “Class Data” means information regarding Class Members that Defendant will in
28 good faith compile from its records and provide to the Settlement Administrator. It

1 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
2 Member's full name; last known address; Social Security Number; start dates and end
3 dates of employment; and any other information the Settlement Administrator deems
4 necessary to accurately calculate the number of Workweeks and Pay Periods worked
5 by each Class Member and Aggrieved Employee during the Class and PAGA Periods.

6 H. "Class Members" or the "Class" means all current and former non-exempt driver
7 employees who worked for Defendant within the State of California during the Class
8 Period.

9 I. "Class Period" means the period from May 13, 2023, through April 25, 2025.

10 J. "Class Representative" shall mean plaintiff Raul Serrano.

11 K. "Class Representative Service Award" means the amount of up to and not to exceed
12 Ten Thousand Dollars and Zero Cents (\$10,000.00) that the Court authorizes to be
13 paid to the Class Representative, in addition to any Individual Settlement Payment
14 and any Aggrieved Employee Payment, in recognition of his efforts and risks in
15 assisting with the prosecution of the Action.

16 L. "Court" means the Superior Court for the State of California, County of Riverside
17 currently presiding over the Action.

18 M. "Defendant" shall mean Deluxe Auto Carriers, Inc.

19 N. "Effective Date" means the earliest date, following entry by the Court of an order
20 and judgment finally approving this Settlement, upon which one of the following have
21 occurred: (i) if no objection is filed to the settlement and no objector appears at the
22 hearing on final approval, the date of the Court's entry of the order granting final
23 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the
24 hearing on final approval, then the earlier of the following: (a) the expiration of all
25 potential appeal periods without a filing of a notice of appeal of the final approval
26 order or judgment; (b) final affirmance of the final approval order and judgment by
27 an appellate court as a result of any appeal(s); or (c) final dismissal or denial of all
28

such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

O. “Funding Date” shall mean sixty (60) calendar days after the Effective Date and is the date Defendant will transfer the Gross Settlement Amount into the QSF in accordance with the terms of this Agreement.

P. “Gross Settlement Amount” means Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of all sums identified in this Agreement, including the Individual Settlement Payment, Class Representative Service Award, Class Counsel Award, PAGA Payment and Settlement Administration Expenses, but excludes the employer’s share of payroll tax, if any, triggered by any wage payment under this Settlement.

Q. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

R. “LWDA Payment” is included within the “PAGA Payment” as defined herein and means the seventy-five percent (75%) portion of the PAGA Payment (\$7,500) allocated to the California Labor and Workforce Development Agency.

S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Expenses. Any amounts not approved by the Court will become part of the Net Settlement Amount for distribution to Settlement Class Members and will not be grounds for voiding the Agreement.

T. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

U. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

- 1 V. "PAGA Payment" shall mean the amount up to and not to exceed Ten Thousand
2 Dollars and Zero Cents (\$10,000.00) to be allocated from the Gross Settlement
3 Amount in settlement of the Released PAGA Claims, and constitutes the sum from
4 which the LWDA Payment and Aggrieved Employee Payment are allocated.
- 5 W. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
6 for each Aggrieved Employee divided by the sum total of the pay periods for all
7 Aggrieved Employees during the PAGA Period.
- 8 X. "PAGA Pay Periods" for purposes of calculating the distribution of the Aggrieved
9 Employee Payment, as defined herein, means the number of pay periods of
10 employment during the PAGA Period that each Aggrieved Employee worked in
11 California.
- 12 Y. "PAGA Period" means the period between May 13, 2023, through April 25, 2025.
- 13 Z. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
14 Plaintiff or Defendant, individually.
- 15 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
16 by the sum total Workweeks for all Class Members.
- 17 BB. "Plaintiff" shall mean Raul Serrano.
- 18 CC. "QSF" means the Qualified Settlement Fund established, designated and maintained
19 by the Settlement Administrator to fund the Gross Settlement Amount.
- 20 DD. "Released Class Claims" means any and all claims, demands, rights, liabilities, and
21 causes of action of any kind that were alleged in or which could have been alleged in
22 the Action based on the factual allegations in the Action, including the claims stated
23 in the nine causes of action asserted in the operative First Amended Complaint, under
24 any legal theory of liability arising under California law, regulations, and orders, local
25 law, and the federal Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.* ("FLSA")
26 arising during the Class Period. In addition, any Settlement Class Member who
27 accepts the funds of an Individual Settlement Payment will be deemed to have given
28 consent to "opt in" as a party plaintiff in this Action pursuant to the FLSA, including

1 Section 216, and to have waived and released any claims they may have under the
2 FLSA that could have been alleged under the same or similar facts, allegations, and/or
3 claims alleged in the Action that occurred during the Class Period. As a result of this
4 release, Settlement Class Members shall be precluded from bringing any Released
5 Class Claims within the Class Period against any Released Party.

6 EE. “Released PAGA Claims” means all claims for PAGA penalties asserted or that could
7 have been asserted arising out of the facts alleged in the operative complaint and any
8 amendments thereto, and Plaintiff’s PAGA notice to the LWDA, which occurred
9 during the PAGA Period, against any Released Party, as specified in this Agreement,
10 and excluding all other claims, including claims for vested benefits, wrongful
11 termination, unemployment insurance, disability, social security, workers’
12 compensation, and PAGA claims outside of the PAGA Period.

13 FF. “Released Party” shall mean Defendant together with its officers, directors,
14 employees and agents during the Class Period and in the future.

15 GG. “Response Deadline” means the date forty-five (45) days after the Settlement
16 Administrator mails Notice Packets to Class Members and the last date on which
17 Class Members may submit requests for exclusion or objections to the Settlement.

18 HH. “Settlement” means the disposition of the Action pursuant to this Agreement.

19 II. “Settlement Administrator” means Apex Class Action LLC, 18 Technology Drive,
20 Suite 164 Irvine, CA 92618. The Settlement Administrator establishes, designates
21 and maintains, as a QSF under Internal Revenue Code section 468B and Treasury
22 Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount
23 is deposited for the purpose of resolving the claims of Settlement Class Members.
24 The Settlement Administrator shall maintain the funds until distribution in an
25 account(s) segregated from the assets of Defendant and any person related to
26 Defendant. ***All accrued interest shall be paid and distributed to the Settlement Class***
27 ***Members as part of their respective Individual Settlement Payment.***
28

JJ. “Settlement Administration Expenses” shall mean the amount to be paid for the costs of administration of the Settlement from the Gross Settlement Amount in an amount up to and not to exceed \$5,500.00.

KK. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

LL. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California.

II. RECITALS

A. On May 13, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On May 13, 2024, Plaintiff filed a Class Action complaint in the Superior Court for the State of California, County of Riverside Case No. CVRI2402625 (“Class Action”) alleging causes of action for:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
6. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802;
7. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;

1 8. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,
2 202 and 203.

3 C. On July 24, 2024, Plaintiff filed a First Amended Complaint adding an additional
4 cause of action, specifically the Ninth Cause of Action, for violations of PAGA.

5 D. The Class Representative believes he has meritorious claims based on alleged
6 violations of the California Labor Code, and the Industrial Wage Commission
7 Orders, and that class certification is appropriate because the prerequisites for
8 class certification can be satisfied in the Action, and this action is manageable
9 as a PAGA representative action.

10 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
11 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
12 Representative are owed, and further contends that, for any purpose other than
13 settlement, the Action is not appropriate for class or representative action treatment.
14 Defendant contends, among other things, that at all times it complied with the
15 California Labor Code and the Industrial Wage Commission Orders.

16 F. Class Counsel represent the Class Representative. Class Counsel conducted a
17 thorough investigation into the facts relevant to the Action, including conducting an
18 independent investigation as to the allegations, reviewing documents and information
19 exchanged through informal discovery, and reviewing documents and information
20 provided by Defendant pursuant to informal requests for information to prepare for
21 mediation. Defendant produced for the purpose of settlement negotiations certain
22 confidential employment data concerning the Settlement Class, which Class Counsel
23 reviewed and analyzed. Class Counsel engaged in a comprehensive review and
24 analysis of Defendant's discovery responses, including conducting numerous
25 interviews of the class members. Based on their own independent investigation and
26 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
27 fair, reasonable and adequate, and is in the best interest of the Settlement Class in
28 light of all known facts and circumstances, including the risks of significant delay,

1 defenses asserted by Defendant, uncertainties regarding class certification, and
2 numerous potential appellate issues. Although it denies any liability, Defendant
3 agrees to this Settlement solely to avoid the inconveniences and cost of further
4 litigation. The Parties and their counsel have agreed to settle the claims on the terms
5 set forth in this Agreement.

6 G. On February 24, 2025, the Parties participated in mediation presided over by Steven
7 Serratore, Esq., a mediator of wage and hour class and PAGA actions. The mediation
8 concluded with a settlement after both sides agreed to a Mediator's proposal.

9 H. This Agreement replaces and supersedes any other agreements, understandings, or
10 representations between the Parties. This Agreement represents a compromise and
11 settlement of highly disputed claims. Nothing in this Agreement is intended or will
12 be construed as an admission by Defendant that the claims in the Action of Plaintiff
13 or the Class Members have merit or that Defendant bears any liability to Plaintiff or
14 the Class on those claims or any other claims, or as an admission by Plaintiff that
15 Defendant's defenses in the Action have merit.

16 I. The Parties believe that the Settlement is fair, reasonable and adequate. The
17 Settlement was arrived at through arm's-length negotiations, considering all relevant
18 factors. The Parties recognize the uncertainty, risk, expense and delay attendant to
19 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
20 fully, finally, and forever settle, compromise and discharge all disputes and claims
21 arising from or relating to the Action.

22 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
23 for any reason the settlement does not become effective, Defendant reserves the right
24 to contest certification of any class for any reason and reserves all available defenses
25 to the claims in the Action.

26 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

27 **III. TERMS OF AGREEMENT**

28 A. Settlement Consideration and Settlement Payments by Defendant.

- 1 1. Settlement Consideration. In full and complete settlement of the Action, and
2 in exchange for the releases set forth below, Defendant will pay the Gross
3 Settlement Amount as specified in this Agreement,. The Parties agree that this
4 is a non-reversionary Settlement and that no portion of the Gross Settlement
5 Amount shall revert to Defendant. Other than the Defendant's share of
6 employer payroll taxes and as provided for in Section III(A)(2) below, if any,
7 Defendant shall not be required to pay more than the Gross Settlement
8 Amount.
- 9 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
10 Class was comprised of 161 Class Members who collectively worked
11 approximately 10,200 Workweeks ("Projected Workweeks") during the Class
12 Period and 161 Aggrieved Employees who worked a total of 5,065 Pay
13 Periods during the PAGA Period. No later than thirty (30) days after execution
14 of this Agreement, Defendant will provide the Settlement Administrator with
15 the Class Data in order to ensure the Settlement Administrator has sufficient
16 time to prepare a declaration prior to the filing of the motion for Preliminary
17 Approval. If the actual number of Workweeks worked during the Class Period
18 exceeds the above number by more than 10%, then Defendant shall have the
19 option to either (i) increase the settlement amount will be increased by the
20 percentage over 110% of the Projected Workweeks, or (ii) modify the end date
21 of the Class Period to end on the date the actual Workweek count reaches
22 10,200. For example, if the total Workweeks in the Class Period are 115% of
23 the 10,200 Projected Workweeks, the Individual Settlement Payment will
24 increase by 5% or the end date of the Class Period shall be reduced to end on
25 the date the actual Workweek count reaches 10,200.
- 26 3. Settlement Payment. Defendant and the Released Parties, and each of them,
27 are jointly and severally liable for payment of the Gross Settlement Amount.
- 28

1 Defendant shall pay the Gross Settlement Amount to the Settlement
2 Administrator on or before the Funding Date.

3 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
4 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
5 together with the Gross Settlement Amount.

6 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
7 consideration set forth in this Agreement, Plaintiff and the Settlement Class Member
8 release any Released Party from the Released Class Claims for the Class Period.

9 C. Release by the Plaintiff and State of California. As of the Funding Date, in exchange
10 for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State
11 of California release any Released Party from the Released PAGA Claims for the
12 PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded
13 from bringing claims against Released Parties for the Released PAGA Claims. The
14 forgoing is subject to and intended to be in compliance with Case Management Order
15 #1 G(3)(e)(iv), such that Plaintiff releases all claims for statutory penalties that could
16 have been sought by the Labor Commissioner for the violations identified in Plaintiff's
17 pre-filing letter to the LWDA and only to the extent they are alleged in the complaint;
18 Plaintiff does not release any aggrieved employee's claim for wages or damages.

19 D. Release by Plaintiff. As of the occurrence of the Effective Date and the Funding Date,
20 for the consideration set forth in this Agreement, Plaintiff waives, releases, acquits and
21 forever discharges the Released Parties from any and all claims, whether known or
22 unknown, which exist or may exist on either Plaintiff's behalf as of the date of this
23 Agreement, including but not limited to any and all tort claims, contract claims, wage
24 claims, wrongful termination claims, disability claims, benefit claims, public policy
25 claims, retaliation claims, statutory claims, personal injury claims, emotional distress
26 claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit
27 claims, and any and all claims arising under any federal, state or other governmental
28 statute, law, regulation or ordinance, including, but not limited to claims for violation

1 of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of
2 California's Industrial Welfare Commission, other state wage and hour laws, the
3 Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA),
4 the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
5 1964, the California Fair Employment and Housing Act, the California Family Rights
6 Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
7 California Business & Professions Code Section 17200 et seq., and any and all claims
8 arising under any federal, state or other governmental statute, law, regulation or
9 ordinance. Plaintiff also waives and relinquishes any and all claims, rights or benefits
10 that he may have under California Civil Code § 1542, which provides as follows:

11 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
12 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
13 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
14 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

15 Thus, notwithstanding the provisions of section 1542, and to implement a full and
16 complete release and discharge of the Released Parties, Plaintiff expressly
17 acknowledges this Settlement Agreement is intended to include in its effect, without
18 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
19 the time of signing this Settlement Agreement, and that this Settlement Agreement
20 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
21 has read this Settlement Agreement, including this waiver of California Civil Code
22 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
23 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
24 about the waiver of section 1542, and that Plaintiff understands this Settlement
25 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
26 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
27 discover facts different from or in addition to those Plaintiff now knows or believes to
28 be true regarding the matters released or described in this Settlement Agreement, and

1 even so Plaintiff agrees that the releases and agreements contained in this Settlement
2 Agreement shall remain effective in all respects notwithstanding any later discovery
3 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
4 mistake in connection with the true facts involved in the matters, disputes, or
5 controversies released or described in this Settlement Agreement or with regard to any
6 facts now unknown to Plaintiff relating thereto.

7 E. Conditions Precedent: This Settlement will become final and effective only upon the
8 occurrence of all of the following events:

- 9 1. The Court enters an order granting preliminary approval of the Settlement;
- 10 2. The Court enters an order granting final approval of the Settlement and a Final
11 Judgment;
- 12 3. If an objector appears at the final approval hearing, the time for appeal of the
13 Final Judgment and Order Granting Final Approval of Class Action
14 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
15 any appeal from the Judgment and Order Granting Final Approval of Class
16 Action Settlement; and
- 17 4. Defendant fully funds the Gross Settlement Amount.

18 F. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
19 not preliminarily or finally approved by the Court, fails to become effective, or is
20 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
21 Defendant from obtaining a complete resolution of the Released Class Claims and
22 Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement
23 Amount:

- 24 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
25 and shall not be admissible in any judicial, administrative or arbitral
26 proceeding for any purpose or with respect to any issue, substantive or
27 procedural;

- 1 2. The conditional class certification (obtained for any purpose) shall be void *ab*
2 *initio* and of no force or effect, and shall not be admissible in any judicial,
3 administrative or arbitral proceeding for any purpose or with respect to any
4 issue, substantive or procedural; and
- 5 3. None of the Parties to this Settlement will be deemed to have waived any
6 claims, objections, defenses or arguments in the Action, including with respect
7 to the issue of class certification.
- 8 4. If Defendant fails to fully fund the Gross Settlement Amount, Defendant shall
9 bear the sole responsibility for any cost to issue or reissue any curative notice
10 to the Settlement Class Members and all Settlement Administration Expenses
11 incurred to the date of nullification.

12 G. Certification of the Settlement Class. The Parties stipulate to conditional class
13 certification of the Class for the Class Period for purposes of settlement only. In the
14 event that this Settlement is not approved by the Court, fails to become effective, or is
15 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
16 Defendant from obtaining a complete resolution of the Released Class Claims, the
17 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
18 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
19 proceeding for any purpose or with respect to any issue, substantive or procedural.

20 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
21 effect of the payments called for, and Class Members and/or Aggrieved Employees are
22 not relying on any statement or representation by the Parties in this regard. Class
23 Members and/or Aggrieved Employees understand and agree that they will be
24 responsible for the payment of any taxes and penalties assessed on the Individual
25 Settlement Payments and/or Aggrieved Employee Payment described and will be
26 solely responsible for any penalties or other obligations resulting from their personal
27 tax reporting of Individual Settlement Payments and/or Aggrieved Employee Payment.
28

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

19 J. Preliminary Approval Motion. Plaintiff shall draft and file with the Court a Motion for
20 Order Granting Preliminary Approval and supporting papers within a reasonable
21 period of time after complete execution of this agreement and will provide Defendant
22 with a draft of the Motion at least three (3) business days prior to the filing of the
23 Motion to give Defendant an opportunity to propose changes or additions to the
24 Motion.

25 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
26 establishing and administering the QSF; calculating, processing and mailing payments
27 to the Class Representative, Class Counsel, LWDA, Class Members, and Aggrieved
28 Employees; printing and mailing the Notice Packets to the Class Members as directed

1 by the Court; receiving and reporting the objections and requests for exclusion;
2 calculating, deducting and remitting all legally required taxes from Individual
3 Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage
4 Portion of the Individual Settlement Payments and/or Aggrieved Employee Payment;
5 processing and mailing tax payments to the appropriate state and federal taxing
6 authorities; providing declaration(s) as necessary in support of preliminary and/or final
7 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
8 orders the Settlement Administrator to perform. The Settlement Administrator shall
9 keep the Parties timely apprised of the performance of all Settlement Administrator
10 responsibilities by among other things, sending a weekly status report to the Parties'
11 counsel stating the date of the mailing, the number of Elections Not to Participate in
12 Settlement it receives (including the numbers of valid and deficient), and number of
13 objections received.

14 L. Notice Procedure.

- 15 1. Class Data. No later than fifteen (15) days after the Court grants the Motion
16 for Preliminary Approval, the Settlement Administrator shall prepare the
17 Notice Packets for mailing to the Class Members.
- 18 2. Notice Packets.
 - 19 a) The Settlement Administrator shall prepare the Notice Packets for
20 mailing to the Class Members. The Notice Packet shall contain the
21 Notice of Class Action Settlement in a form substantially similar to the
22 form attached as **Exhibit A** and a Request for Exclusion form attached
23 hereto as **Exhibit B**. The Notice of Class Action Settlement shall
24 inform Class Members and Aggrieved Employees that they need not
25 do anything in order to receive an Individual Settlement Payment
26 and/or Aggrieved Employee Payment and to keep the Settlement
27 Administrator apprised of their current mailing address, to which the
28 Individual Settlement Payments and/or Aggrieved Employee Payment

1 will be mailed following the Funding Date. The Notice of Class
2 Class Action Settlement shall set forth the release to be given by all members
3 of the Class who do not request to be excluded from the Settlement
4 Class and/or Aggrieved Employees' in exchange for an Individual
5 Settlement Payment and/or Aggrieved Employee Payment, the
6 number of Workweeks worked by each Class Member during the
7 Class Period and/or PAGA Period, if any, and the estimated amount
8 of their Individual Settlement Payment if they do not request to be
9 excluded from the Settlement and each Aggrieved Employee's share
10 of the PAGA Payment, if any. The Settlement Administrator shall use
11 the Class Data to determine Class Members' Workweeks and PAGA
12 Pay Periods. The Notice will also advise the Aggrieved Employees
13 that they will release the Released PAGA Claims and will receive their
14 share of the PAGA Payment regardless of whether they request to be
15 excluded from the Settlement.

16 b) The Notice Packet's mailing envelope shall include the following
17 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
18 ENTITLED TO PARTICIPATE IN A CLASS ACTION
19 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
20 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
21 NOTICE."

22 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
23 Settlement Administrator will perform a search based on the National Change
24 of Address Database to update and correct any known or identifiable address
25 changes. No later than fourteen (14) calendar days after the Court grants
26 preliminary approval, the Settlement Administrator shall mail copies of the
27 Notice Packet to all Class Members via regular First-Class U.S. Mail . The
28 Settlement Administrator shall exercise its best judgment to determine the

1 current mailing address for each Class Member. The address identified by the
2 Settlement Administrator as the current mailing address shall be presumed to
3 be the best mailing address for each Class Member.

4 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
5 Administrator as non-delivered on or before the Response Deadline shall be
6 re-mailed to any forwarding address provided. The Settlement Administrator
7 will re-mail Notices within seven (7) days of receiving a returned Notice. If
8 no forwarding address is provided, the Settlement Administrator shall
9 promptly attempt to determine a correct address by lawful use of skip-tracing,
10 or other search using the name, address and/or Social Security number of the
11 Class Member involved, and shall then perform a re-mailing, if another
12 mailing address is identified by the Settlement Administrator. In addition, if
13 any Notice Packets, which are addressed to Class Members who are currently
14 employed by Defendant, are returned to the Settlement Administrator as non-
15 delivered and no forwarding address is provided, the Settlement Administrator
16 shall notify Defendant. Defendant will request that the currently employed
17 Class Member provide a corrected address and transmit to the Administrator
18 any corrected address provided by the Class Member. Class Members who
19 received a re-mailed Notice Packet shall have their Response Deadline
20 extended fifteen (15) days from the original Response Deadline.

21 5. Disputes Regarding Individual Settlement Payments. Class Members will
22 have the opportunity, should they disagree with Defendant's records regarding
23 the start and end dates of employment, to provide documentation and/or an
24 explanation to show contrary dates. If there is a dispute, the Settlement
25 Administrator will consult with the Parties to determine whether an
26 adjustment is warranted. The Settlement Administrator shall determine the
27 eligibility for, and the amounts of, any Individual Settlement Payments under
28 the terms of this Agreement. The Settlement Administrator's determination

1 of the eligibility for and amount of any Individual Settlement Payment shall
2 be binding upon the Class Member and the Parties, except as provided herein
3 below in Section III(L)(6).

4 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
5 by the Settlement Administrator concerning the administration of the
6 Settlement will be resolved by the Court under the laws of the State of
7 California. Before any such involvement of the Court, counsel for the Parties
8 will confer in good faith to resolve the disputes without the necessity of
9 involving the Court.

10 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
11 Packet shall state that Class Members who wish to exclude themselves from
12 the Settlement must submit a signed copy of the Request for Exclusion form
13 that will be mailed together with the Notice Packet to all Class Members. The
14 Request for Exclusion will not be valid if it is not timely submitted, if the
15 Class Member does not sign it, or if it does not contain the name and address
16 and last four digits of the Social Security number of the Class Member. The
17 date of the postmark on the mailing envelope or fax stamp on the Request for
18 Exclusion shall be the exclusive means used to determine whether the request
19 for exclusion was timely submitted. Any Class Member who submits a timely
20 Request for Exclusion shall be excluded from the Settlement Class will not be
21 entitled to an Individual Settlement Payment and will not be otherwise bound
22 by the terms of the Settlement with respect to the Released Class Claims or
23 have any right to object, appeal or comment thereon. However, any Class
24 Member that submits a timely Request for Exclusion that is also a member of
25 the Aggrieved Employees will still receive his/her pro rata share of the PAGA
26 Payment, as specified below, and in consideration, will be bound by the
27 Release by the Aggrieved Employees as set forth herein. Settlement Class
28 Members who fail to submit a valid and timely Request for Exclusion on or

1 before the Response Deadline shall be bound by all terms of the Settlement
2 and any final judgment entered in this Action if the Court approves the
3 Settlement. No later than fifteen (15) calendar days after the Response
4 Deadline, the Settlement Administrator shall provide counsel for the Parties
5 with a final list of the Class Members who have timely submitted timely
6 Requests for Exclusion. At no time shall any of the Parties or their counsel
7 seek to solicit or otherwise encourage members of the Class to submit
8 Requests for Exclusion from the Settlement.

- 9 8. Objections. The Notice of Class Action Settlement contained in the Notice
10 Packet shall state that Class Members who wish to object to the Settlement
11 may submit to the Settlement Administrator a written statement of objection
12 (“Notice of Objection” attached hereto as **Exhibit C**) by the Response
13 Deadline. The postmark date of mailing shall be deemed the exclusive means
14 for determining that a Notice of Objection was served timely. The Notice of
15 Objection, if in writing, must be signed by the Settlement Class Member and
16 state: (1) the case name and number; (2) the name of the Settlement Class
17 Member; (3) the address of the Settlement Class Member; (4) the last four
18 digits of the Settlement Class Member’s Social Security number; and (5) the
19 basis for the objection. Class Members who fail to make objections in writing
20 in the manner specified above may still make their objections orally at the
21 Final Approval/Settlement Fairness Hearing with the Court’s permission.
22 Settlement Class Members will have a right to appear at the Final
23 Approval/Settlement Fairness Hearing to have their objections heard by the
24 Court regardless of whether they submitted a written objection. At no time
25 shall any of the Parties or their counsel seek to solicit or otherwise encourage
26 Class Members to file or serve written objections to the Settlement or appeal
27 from the Order and Final Judgment. Class Members who submit a written
28

request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay the Gross Settlement Amount on or before the Funding Date, plus any employer's share of payroll taxes for any wage allocation as mandated by law within the time specified herein.

1. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of the Aggrieved Employee Payment. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA pay periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment

1 to calculate each Aggrieved Employee's estimated share of the PAGA
2 Payment.

3 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
4 Settlement Payments shall be allocated and treated as follows: 10% as wages
5 ("Wage Portion"); 90% as penalties and interest ("Non-Wage Portion"). The
6 Wage Portion is subject to wage withholdings and shall be reported on IRS
7 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings
8 and shall be reported on IRS Form 1099.

9 4. Allocation of Aggrieved Employee Payments. For tax purposes, the
10 Aggrieved Employee Payment shall be allocated and treated as 100%
11 penalties and shall be reported on IRS Form 1099.

12 5. No Credit Toward Benefit Plans. The Individual Settlement Payment and
13 Aggrieved Employee Payment made to Settlement Class Members and/or
14 Aggrieved Employees under this Settlement Agreement, as well as any other
15 payments made pursuant to this Settlement Agreement, will not be utilized to
16 calculate any additional benefits under any benefit plans to which any Class
17 Members may be eligible, including, but not limited to profit-sharing plans,
18 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
19 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention
20 that this Settlement Agreement will not affect any rights, contributions, or
21 amounts to which any Class Members may be entitled under any benefit plans.

22 6. All monies received by Settlement Class Members under the Settlement which
23 are attributable to wages shall constitute income to such Settlement Class
24 Members solely in the year in which such monies actually are received by the
25 Settlement Class Members. It is the intent of the Parties that the Individual
26 Settlement Payment and the Aggrieved Employee Payment provided for in this
27 Settlement Agreement are the sole payments to be made by Defendant to
28 Settlement Class Members and/or Aggrieved Employees in connection with this

Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) calendar days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the one hundred eightieth (180th) day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's Aggrieved Employee Payment check has not been cashed within one hundred and eighty (180) days, the check will be voided and the Settlement Class Member and/or Aggrieved Employee will remain bound by the Settlement. The funds from any such uncashed checks shall be directed to the State Controller's Office Unclaimed Property Division in the name of the individual who did not cash the check. The Parties agree that under this procedure, there is no residue as the entire Gross Settlement Amount will be distributed.

9. Class Representative Service Award. In addition to the Individual Settlement Payment and his Aggrieved Employee Payment to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$10,000, as the Class Representative Service Award. Defendant will not oppose a Class

1 Representative Service Award of not more than \$10,000 for Plaintiff. The
2 Settlement Administrator shall pay the Class Representative Service Award,
3 either in the amount stated herein if approved by the Court or some other
4 amount as approved by the Court, to Plaintiff from the Gross Settlement
5 Amount no later than fifteen (15) calendar days after the Funding Date. Any
6 portion of the requested Class Representative Service Award that is not
7 awarded to the Class Representative shall be part of the Net Settlement
8 Amount and shall be distributed to Settlement Class Members as provided in
9 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
10 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff
11 shall be solely and legally responsible to pay any and all applicable taxes on
12 his Class Representative Service Award and shall hold harmless the Released
13 Parties from any claim or liability for taxes, penalties, or interest arising as a
14 result of the Class Representative Service Award. The Class Representative
15 Service Award shall be in addition to Plaintiff's Individual Settlement
16 Payment as a Settlement Class Member. Approval of this Settlement shall not
17 be conditioned on Court approval of the requested amount of the Class
18 Representative Service Award. If the Court reduces or does not approve the
19 requested Class Representative Service Award, Plaintiff shall not have the
20 right to revoke the Settlement, and it will remain binding.

- 21 10. Class Counsel Award. Defendant understands that a motion by Class Counsel
22 for attorneys' fees not to exceed one-third of the Gross Settlement Amount
23 currently estimated to be One Hundred Thirty-Three Thousand, Three
24 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) plus
25 costs and expenses supported by declaration not to exceed Thirty Thousand
26 Dollars and Zero Cents (\$30,000.00), from the Gross Settlement Amount will
27 be filed. Defendant agrees not to oppose the request for the Class Counsel
28 Award up to and not exceeding the amounts specified above. Any portion of

1 the requested Class Counsel Award that is not awarded to Class Counsel shall
2 be part of the Net Settlement Amount and shall be distributed to Settlement
3 Class Members as provided in this Agreement. The Settlement Administrator
4 shall allocate and pay the Class Counsel Award to Class Counsel from the
5 Gross Settlement Amount no later than fifteen (15) calendar days after the
6 Funding Date. Class Counsel shall be solely and legally responsible to pay all
7 applicable taxes on the payment made pursuant to this paragraph. The
8 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
9 Counsel for the payments made pursuant to this paragraph. In the event that
10 the Court reduces or does not approve the requested Class Counsel Award,
11 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,
12 or to appeal such order, and the Settlement will remain binding.

13 11. PAGA Payment. An amount up to and not exceeding Ten Thousand Dollars
14 and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement
15 Amount for settlement of claims for civil penalties under the Private Attorneys
16 General Act of 2004 as the PAGA Payment. The Settlement Administrator
17 shall distribute the LWDA Payment portion of the PAGA Payment to the
18 California Labor and Workforce Development Agency no later than fifteen
19 (15) calendar days after the Funding Date. The Aggrieved Employee Payment
20 portion of the PAGA Payment will be distributed to the Aggrieved Employees
21 as described in this Agreement. For purposes of distributing the Aggrieved
22 Employee Payments, each Aggrieved Employee shall receive their pro-rata
23 share of the Aggrieved Employee Payment using the PAGA Payment Ratio
24 as defined above.

25 12. Settlement Administration Expenses. The Settlement Administrator shall be
26 paid for the costs of administration of the Settlement from the Gross
27 Settlement Amount. The estimate of the Settlement Administration Expenses
28 is up to and not to exceed \$5,500. The Settlement Administrator shall be paid

the Settlement Administration Expenses no later than fifteen (15) calendar days after the Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Expenses. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than fifteen (15) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion and the full names of the Class Members requesting exclusion (if any), the number of objections received, the amount of the average Individual Settlement Payment, lowest Individual Settlement Payment, and highest Individual Settlement Payment, the amount of the average Aggrieved Employee Payment, lowest Aggrieved Employee Payment, and highest Aggrieved Employee Payment, the Settlement Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel
5 will cooperate with each other and use their best efforts to affect the Court's approval
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
7 Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its attached
18 Exhibits other than the representations, warranties and covenants contained and
19 memorialized in this Agreement and its attached Exhibits.
- 20 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate
22 this Agreement and to take all appropriate Action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The persons signing
25 this Agreement on behalf of Defendant represent and warrant that he/she is authorized
26 to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that
27 he is authorized to sign this Agreement and that he has not assigned any claim, or part
28 of a claim, covered by this Settlement to a third-party.

- 1 T. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount or terms of the Settlement
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Class Counsel from including publicly available information regarding this settlement
7 in future judicial submissions regarding Class Counsel's qualifications and experience.
8 Further, Class Counsel will not include, reference or use the Settlement Agreement for
9 any marketing or promotional purposes, either before or after the Motion for
10 Preliminary Approval is filed.
- 11 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 13 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.
- 15 W. Counterparts. This Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same
17 instrument provided that counsel for the Parties to this Agreement shall exchange
18 among themselves copies or originals of the signed counterparts.
- 19 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
20 is a fair, adequate and reasonable settlement of this Action and have arrived at this
21 Settlement after extensive arms-length negotiations, considering all relevant factors,
22 present and potential.
- 23 Y. Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain
24 jurisdiction over this case under CCP section 664.6 to ensure the continuing
25 implementation of the provisions of this settlement and that the time within which to
26 bring this action to trial under CCP section 583.310 shall be executed from the date of
27 the signing of this Agreement by all Parties until the entry of the final approval order
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1 and judgment or if not entered the date this Agreement shall no longer be of any force
2 or effect.

3 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
4 the Court shall first attempt to construe the provisions valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this
6 Agreement valid and enforceable.

7 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
8 intend to pursue any claims against the Released Parties, including, but not limited to,
9 any and all claims relating to or arising from Plaintiff's employment with Defendant,
10 regardless of whether Class Counsel is currently aware of any facts or legal theories
11 upon which any claims or causes of action could be brought against Released Parties,
12 including those facts or legal theories alleged in the operative complaint in this Action.
13 The Parties further acknowledge, understand and agree that this representation is
14 essential to the Agreement and that this Agreement would not have been entered into
15 were it not for this representation.

16 BB. Stipulation to Class Certification. The Parties agree to stipulate to class certification
17 for purposes of this settlement only.

18 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
19 Released Claims have merit and give rise to liability on the part of Defendant.
20 Defendant claims that the Released Claims have no merit and do not give rise to
21 liability. This Agreement is a compromise of disputed claims. Nothing contained in
22 this Agreement and no documents referred to and no action taken to carry out this
23 Agreement may be construed or used as an admission by or against the Defendant or
24 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
25 than as may be specifically set forth herein, each Party shall be responsible for and
26 shall bear its/his own attorney's fees and costs.

27 DD. Attorneys' Fees. If Defendant fails to fund the Gross Settlement Amount in
28 accordance with this Agreement, Plaintiff and the Settlement Class shall be entitled to

1 reasonable attorneys' fees and costs incurred in any action seeking to enforce the terms
2 of this Agreement.

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 05/22/2025


Raúl Serrano (May 22, 2025 10:47 PDT)
RAUL SERRANO

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 5/23/2025

DELUXE AUTO CARRIERS, INC.

Amy Rice
Printed Name

President
Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: 05/22/2025

JCL LAW FIRM, APC

4 By: 

5 Jean-Claude Lapuyade

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: 05/22/2025

ZAKAY LAW GROUP, APLC

9 By: 

10 Shani Zakay

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13
14 DATED: 5/23/2025

LITTLER MENDELSON P.C.

15
16 By: 

17 Curtis A. Graham

18 Attorneys for Defendant
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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Serrano v. Deluxe Auto Carriers, Inc., Riverside County Superior Court Case No. CVRI2402625)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p>To receive a cash payment from the Settlement, you do not have to do anything.</p> <p>Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. Your estimated Aggrieved Employee Payment is <<[REDACTED]>>. See the explanation below.</p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.</p>
Exclude Yourself	<p>If you wish to exclude yourself from the Settlement of the Class Claims, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no Individual Settlement Payment; however, you cannot exclude yourself from the Released PAGA Claims and Aggrieved Employment Payment</p> <p>Instructions are set forth below.</p>
Object	<p>You may write to the Court about why you believe the Settlement should not be approved.</p> <p>Directions are provided below.</p>

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Riverside (the “Court”) has been reached between Plaintiff Raul Serrano (“Plaintiff”) and Defendant Deluxe Auto Carriers, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as: all current and former non-exempt driver employees who worked for Defendant within the State of California during the period between May 13, 2023, through April 25, 2025 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On May 13, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Action”). Plaintiff asserted the following claims alleging that Defendant: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203.

On July 24, 2024, Plaintiff filed a First Amended Complaint alleging an additional cause of action, specifically the Ninth Cause of Action, for violations of the Private Attorneys General Act, California Labor Code sections 2698-2699.8 (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages that were due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant reimbursed members of the class for required business expenses; that Defendant did not violate California Business and Professions Code section 17200.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Lawyers for Justice, JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Settlement Administration Expenses, PAGA Payment, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, not to exceed \$5,500.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.

- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$133,333.33) plus costs and expenses not to exceed \$30,000 for all costs and expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") and the remaining \$2,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one day during any such workweek.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payment portion of the PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out of the Released Class Claims. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period. The PAGA Period means the period between May 13, 2023, through April 25, 2025.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

You may find the Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" filed on **MONTH XX**, 2025, with the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>. The Settlement Agreement can be found at Exhibit 1 of the Lapuyade Declaration filed on **MONTH XX**, 2025.

Tax Matters. Ten percent (10%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Ninety percent (90%) of each Individual Settlement Payment is allocated to interest, penalties and

other non-wage payments, and no taxes will be withheld from this portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and each Class Member who has not properly submitted a timely and valid request to be excluded from the Settlement releases any Released Party from any and all claims, demands, rights, liabilities, and causes of action of any kind that were alleged in or which could have been alleged in the Action based on the factual allegations in the Action, including the claims stated in the nine causes of action asserted in the operative First Amended Complaint, under any legal theory of liability arising under California law, regulations, and orders, local law, and the federal Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.* ("FLSA") arising during the Class Period (collectively, "Released Class Claims"). In addition, any Settlement Class Member who accepts the funds of an Individual Settlement Payment will be deemed to have given consent to "opt in" as a party plaintiff in this action pursuant to the FLSA, including Section 216, and to have waived and released any claims they may have under the FLSA that could have been alleged under the same or similar facts, allegations, and/or claims alleged in the Action that occurred during the Class Period. As a result of this release, Settlement Class Members shall be precluded from bringing any Released Class Claims within the Class Period against any Released Party.

Released PAGA Claims. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for PAGA penalties asserted or that could have been asserted arising out of the facts alleged in the operative complaints and any amendments thereto, and Plaintiffs PAGA notices to the LWDA, which occurred during the PAGA Period, and excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (May 13, 2023, through April 25, 2025).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (May 13, 2023, through April 25, 2025).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC at 1-800-355-0700.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement of Released Class Claims, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Serrano v. Deluxe Auto Carriers, Inc., Riverside County Superior Court, Case No. CVRI2402625*. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Class Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair. All written objections or other correspondence must also state the name and number of the case, which is *Serrano v. Deluxe Auto Carriers, Inc., Riverside County Superior Court, Case No. CVRI2402625*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by

appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is Apex Class Action LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Email: jlapyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Email: shani@zakaylaw.com

Counsel for Defendant:

Curtis A. Graham, Esq.
Littler Mendelson P.C.
633 West Fifth Street, 63rd Floor
Los Angeles, CA 90071
Tel: (213) 443-4300
cagraham@littler.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501 before Judge Harold Hopp. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. At the Final Approval Hearing, the Court will determine whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Serrano v. Deluxe Auto Carriers, Inc., Riverside County Superior Court, Case No. CVRI2402625*, Settlement Administrator, c/o _____.

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement Agreement") filed on MONTH XX, 2025, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Settlement Payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be sent to the State Controller's Office Unclaimed Property Division in your name. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

Superior Court of California, County of Riverside
Raul Serrano v. Deluxe Auto Carriers, Inc.
Riverside County Superior Court Case No. CVRI2402625

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE CLASS SETTLEMENT that is described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **** INSERT DATE****.

I. **PERSONAL INFORMATION**

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (____) _____

II. **REQUEST FOR EXCLUSION**

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Raul Serrano v. Deluxe Auto Carriers, Inc.*, Case No. CVRI2402625, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement of Released Class Claims described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form.

Any Class Member that submits a timely Request for Exclusion who is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment. Exclusion from the Class Action Settlement does not result in exclusion from the PAGA Payment.

III. **MAILING INSTRUCTIONS**

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before ****INSERT DATE**** AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

IV. **PLEASE SIGN BELOW**

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT C

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

Must Be Postmarked
No Later Than
XXX, 2025

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Serrano v. Deluxe Auto Carriers, Inc., Case No. CVRI2402625

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any:

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE XXX, 2025. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____