

1 4. On June 30, 2025, Savin and Plaintiffs filed a First Amended Class and Representative
2 Action Complaint (“Operative Complaint”) in the Class Action, which added the PAGA claims
3 alleged in the PAGA Action. Together, the Class Action and PAGA Action are referred to as the
4 “Actions.”

5 5. The Operative Complaint alleges ten (10) causes of action for violations of the
6 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
7 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
8 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
9 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
10 to reimburse necessary business expenses, for violations of California Business & Professions Code
11 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
12 penalties under PAGA based on the aforementioned California Labor Code violations.

13 6. Defendant denies all material allegations set forth in the Actions and has asserted
14 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
15 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),
16 and Released PAGA Claims (as defined herein).

17 7. Class Counsel diligently investigated the class and PAGA claims against Defendant,
18 including any and all applicable defenses and the applicable law. The investigation included, *inter*
19 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
20 The Parties have engaged in sufficient formal and informal discovery and investigation to assess the
21 relative merits of the claims and contentions of the Parties.

22 8. On October 16, 2024, the Parties participated in mediation with Kevin T. Barnes (the
23 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
24 Mediator’s evaluations, and through ongoing direct negotiations, the Parties reached the settlement
25 that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and
26 the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and
27 exposure in relation to the costs and risks associated with continued litigation. Based on Class
28 Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for

1 the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
2 adequate and is in the best interest of the Class Members, State of California, and PAGA Employees
3 in light of all known facts and circumstances, including the risk of significant delay and uncertainty
4 associated with litigation and various defenses asserted by Defendant.

5 9. The Parties expressly acknowledge that this Settlement Agreement is entered into
6 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
7 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
8 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
9 positions.

10 **DEFINITIONS**

11 10. The following definitions are applicable to this Settlement Agreement. Definitions
12 contained elsewhere in this Settlement Agreement will also be effective.

13 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
14 Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and
15 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 13.

16 b. “Class” or “Class Member(s)” means all individuals who are current or former
17 non-exempt employees of Defendant, and who did not sign an arbitration agreement, and who were
18 employed by Defendant in the State of California at any time during the Class Period.

19 c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
20 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be
21 appointed counsel for the Class.

22 d. “Class List” means a complete list of all Class Members that Defendant will
23 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
24 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
25 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
26 number; (4) number of Workweeks; and (5) Number of Pay Periods. Defendant shall calculate
27 Workweeks and Pay Periods in the same method that was used to calculate Workweeks and Pay
28 Periods prior to mediation.

1 e. “Class Notice” means the Notice of Class Action Settlement, substantially in
2 the form attached hereto as “**Exhibit A**.”

3 f. “Class Period” means the period from October 1, 2021, through February 13,
4 2025.

5 g. “Class Settlement” means the settlement and resolution of all Released Class
6 Claims.

7 h. “Court” means the Superior Court of the State of California for the County of
8 San Diego.

9 i. “Defendant’s Counsel” means Tim L. Johnson, and Cameron J. Davila of
10 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

11 j. “Dispute” means a letter submitted by a Class Member disputing the number of
12 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
13 name and number of the Class Action; (b) contain the Class Member’s full name, signature, address,
14 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)
15 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
16 them and what they contend is the correct number; and (d) be returned by mail to the Settlement
17 Administrator at the specified address, postmarked on or before the Response Deadline.

18 k. “Effective Date” means the following: (i) if no Settlement Class Member
19 objects to the Class Settlement, then the Effective Date will be the date the Court enters a judgment
20 on its Final Approval Order and Judgment; or (ii) if any Settlement Class Member objects to the Class
21 Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final
22 Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an
23 objector, then the Effective Date will be the day after final resolution of that appeal (including any
24 requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the
25 Settlement.

26 l. “Employer Taxes” means the employer’s share of taxes and contributions in
27 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
28 in addition to the Gross Settlement Amount.

1 m. “Enhancement Payment” means the amount to be paid to each of the Plaintiffs,
2 in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and
3 PAGA Employees, and general release of claims, as set forth in Paragraph 14.

4 n. “Final Approval” means the determination by the Court that the Settlement is
5 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

6 o. “Final Approval Hearing” means the hearing at which the Court will consider
7 and determine whether the Settlement should be granted Final Approval.

8 p. “Final Approval Order and Judgment” means the order granting final approval
9 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
10 Parties, and subject to approval by the Court.

11 q. “Gross Settlement Amount” means the amount of Eight Hundred Fifteen
12 Thousand Dollars (\$815,000.00) to be paid by Defendant in full satisfaction of the Actions, Released
13 Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs,
14 Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement
15 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
16 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
17 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
18 Settlement Amount is subject to increase, as provided in Paragraph 17.

19 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
20 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
21 calculated in accordance with Paragraph 19.

22 s. “Individual Settlement Payment” means the net payment of each Settlement
23 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
24 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
25 Paragraph 20.

26 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
27 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
28 in accordance with Paragraph 18.

1 u. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars
2 (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under
3 the PAGA Settlement, as set forth in Paragraph 15.

4 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
5 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
6 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and
7 Settlement Administration Costs.

8 w. “Notice of Objection” means a Settlement Class Member’s written objection to
9 the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b)
10 contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of
11 the objector’s Social Security number; (c) contain a written statement of all grounds for the objection
12 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other
13 documents upon which the objection is based; and (e) be returned by mail to the Settlement
14 Administrator at the specified address, postmarked on or before the Response Deadline.

15 x. “PAGA Amount” means the allocation of One Hundred Thousand Dollars
16 (\$100,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent
17 (75%) of the PAGA Amount, or \$75,000.00, will be paid to the LWDA (i.e., the LWDA Payment)
18 and the remaining twenty-five percent (25%), or \$25,000.000, will be distributed to the PAGA
19 Employees (i.e., the PAGA Employee Amount).

20 y. “PAGA Employee(s)” means all current and former non-exempt employees of
21 Defendant who were employed by Defendant in the State of California during the PAGA Period.

22 z. “PAGA Employee Amount” means the amount of Twenty-Five Thousand
23 Dollars (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro*
24 *rata* basis based on their Pay Periods.

25 aa. “PAGA Period” means the period from November 10, 2022, through February
26 13, 2025.

27 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
28 Claims.

1 cc. “Pay Periods” means the number of pay periods each PAGA Employee was
2 employed by Defendant as a non-exempt employee in California during the PAGA Period.

3 dd. “Preliminary Approval” means the date on which the Court enters the
4 Preliminary Approval Order.

5 ee. “Preliminary Approval Order” means the order granting preliminary approval
6 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
7 the Court.

8 ff. “Released Class Claims” means any and all claims which were alleged or which
9 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
10 arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure
11 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
12 payments, timely pay wages during employment and upon termination, provide accurate wage
13 statements, and reimburse necessary business-related expenses in violation of California Labor Code
14 Sections 201, 202, 203, 204, 210, 226, 226.2, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198,
15 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business
16 and Professions Code sections 17200, *et seq.*

17 gg. “Released PAGA Claims” means any and all claims arising from any of the
18 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
19 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
20 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime
21 and minimum wages, provide compliant meal and rest periods and associated premium payments,
22 timely pay wages during employment and upon termination, provide compliant wage statements,
23 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
24 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.2, 226(a), 226.7,
25 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
26 Commission Wage Order.

27 hh. “Released Parties” means Defendant and its current and former insurers,
28 affiliates, subsidiaries, parent companies, predecessors, successors, assigns, exempt employees,

1 officers, directors, members, shareholders agents, attorneys, administrators, representatives, heirs,
2 estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.

3 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
4 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
5 of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number,
6 and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
7 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
8 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

9 jj. “Response Deadline” means the deadline by which Class Members must submit
10 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60)
11 calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class
12 Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response
13 Deadline will be extended to the next day on which the United States Postal service is open. .

14 kk. “Settlement Administrator” means Apex Class Action, LLC (“Apex” or
15 “Settlement Administrator”), or any other third-party class action settlement administrator agreed to
16 by the Parties and approved by the Court for purposes of administering the Settlement. The Parties
17 and their counsel each represent that they do not have any financial interest in the Settlement
18 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
19 conflict of interest.

20 ll. “Settlement Administration Costs” means the costs payable from the Gross
21 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
22 Paragraph 16.

23 mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
24 who do not submit a timely and valid Request for Exclusion.

25 nn. “Workweeks” means the number of weeks each Class Member was employed
26 by Defendant as a non-exempt employee in California during the Class Period.

27 **CLASS CERTIFICATION**

28 11. For the purposes of this Settlement only, the Parties stipulate to the certification of the

1 Class.

2 12. The Parties agree that certification for the purpose of settlement is not an admission
3 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
4 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
5 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
6 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
7 non-settlement context.

8 **TERMS OF THE AGREEMENT**

9 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
10 forth herein, the Parties agree, subject to the Court's approval, as follows:

11 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
12 or motion by Class Counsel for attorneys' fees in the amount up to Thirty-Five Percent (35%) of the
13 Gross Settlement Amount (i.e., \$285,250.00 if the Gross Settlement Amount is \$815,000.00) and
14 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
15 of the Actions, in an amount not to exceed Twenty-Five Thousand (\$25,000.00), both of which will
16 be paid from the Gross Settlement Amount. These amounts will cover any and all work performed
17 and any and all costs incurred by Class Counsel in connection with the litigation of the Actions,
18 including without limitation all work performed and costs incurred to date, and all work to be
19 performed and all costs to be incurred in connection with obtaining the Court's approval of this
20 Settlement Agreement, including any objections raised and any appeals necessitated by those
21 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
22 compensation for tax purposes and for paying any taxes on the amounts received, and holds Defendant
23 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
24 sharing of any of these payments. The Settlement Administrator shall issue an IRS Form 1099 to
25 Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and
26 Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement
27 Amount for the benefit of the Settlement Class Members.

28 14. Enhancement Payments. Defendant agrees not to oppose or impede any application or

1 motion by Plaintiffs for an Enhancement Payments in the amount up to Seven Thousand Five Hundred
2 (\$7,500.00) each to Plaintiffs Vitale and Rodriguez (for a total of \$15,000.00). The Enhancement
3 Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be
4 in addition to each of their Individual Settlement Payments as Settlement Class Members and
5 Individual PAGA Payments as a PAGA Employees. Plaintiffs shall be solely and legally responsible
6 for correctly characterizing this compensation for tax purposes and for paying any taxes on the
7 amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the
8 Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded by
9 the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the
10 Settlement Class Members.

11 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
12 One Hundred Thousand Dollars (\$100,00.00) shall be allocated from the Gross Settlement Amount
13 toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*
14 (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00, will be paid to the
15 LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000.00, will be distributed
16 to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total
17 number of Pay Periods each PAGA Employee was employed by Defendant during the PAGA Period
18 (i.e., the Individual PAGA Payments).

19 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
20 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
21 which is currently estimated not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00).
22 These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will
23 include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the
24 Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2
25 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary
26 reports and declarations, and other duties and responsibilities set forth herein to process the Settlement,
27 and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater
28 than the estimated amount stated herein, such excess amount will be deducted from the Gross

1 Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or
2 awarded Settlement Administration Costs which are not in fact required to fulfill payment to the
3 Settlement Administrator to undertake the required settlement administration duties shall be
4 reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

5 17. Escalator Clause. Defendant has represented that the Class Members worked a total of
6 23,798 Workweeks during the period from October 1, 2021, through October 16, 2024. If it is
7 determined by the Settlement Administrator that the total number of Workweeks worked by the Class
8 Members during the Class Period actually exceeds 23,789 by more than 10% (i.e., if the Workweeks
9 exceed 26,178), then the Gross Settlement Amount will be increased on a proportional basis equal to
10 the percentage increase in the number of Workweeks worked by the Class Members above 10%. For
11 example, if the number of Workweeks increases by 11% to 26,415 Workweeks, then the Gross
12 Settlement Amount will increase by 1%.

13 18. Individual Settlement Share Calculations. Individual Settlement Shares will be
14 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
15 Workweeks, as follows:

16 a. After Preliminary Approval, the Settlement Administrator will divide the Net
17 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
18 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
19 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
20 entitled to receive under the Class Settlement.

21 b. After Final Approval, the Settlement Administrator will divide the final Net
22 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
23 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
24 Value to each Settlement Class Member's final Individual Settlement Share.

25 19. Individual PAGA Payment Calculations. Individual PAGA Payments will be
26 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
27 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
28 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the

1 “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period
2 Value to yield each PAGA Employee’s Individual PAGA Payment.

3 20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
4 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
5 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
6 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
7 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
8 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
9 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
10 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
11 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
12 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
13 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

14 21. Administration of Taxes by the Settlement Administrator. The Settlement
15 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
16 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
17 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
18 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
19 taxes and other legally required withholdings to the appropriate government authorities.

20 22. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant’s Counsel do not
21 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
22 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
23 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
24 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
25 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
26 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
27 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
28 Members, and PAGA Employees should consult with their tax advisors concerning the tax

1 consequences of any payment they receive under the Settlement.

2 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
3 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
4 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
5 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
6 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
7 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
8 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
9 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
10 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
11 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
12 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
13 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
14 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
15 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
16 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
17 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
18 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
19 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
20 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S
21 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
22 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
23 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
24 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

25 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
26 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
27 are issued to the payee. It is expressly understood and agreed that payments made under this
28 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee

1 to additional compensation or benefits under any new or additional compensation or benefits, or any
2 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
3 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
4 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
5 any contrary language or agreement in any benefit or compensation plan document that might have
6 been in effect during the Class Period).

7 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

8 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
9 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
10 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
11 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
12 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
13 Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval
14 Order seeking the following:

- 15 a. Conditionally certifying the Class for settlement purposes only;
- 16 b. Granting Preliminary Approval of the Settlement;
- 17 c. Preliminarily appointing Plaintiff Vitale as the representative of the Class;
- 18 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 19 e. Approving as to form and content, the mutually-agreed upon and proposed
20 Class Notice and directing its mailing by First Class U.S. Mail;
- 21 f. Approving the manner and method for Class Members to request exclusion
22 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 23 g. Scheduling a Final Approval Hearing at which the Court will determine whether
24 Final Approval of the Settlement should be granted.

25 26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
26 Class Counsel shall notify the LWDA of the Settlement.

27 27. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
28 Defendant will provide the Class List to the Settlement Administrator. The Class List shall not be

1 shared with either Plaintiffs or Class Counsel unless expressly approved by Defendant and Defense
 2 Counsel. To protect Class Members' privacy rights, the Administrator must maintain the Class List in
 3 confidence, use the Class List only for purposes of the Settlement and for no other purpose, and restrict
 4 access to the Class List to Administrator employees who need access to the Class List to effect and
 5 perform under this Agreement

6 28. Notice by First-Class U.S. Mail.

7 a. Within seven (7) calendar days after receiving the Class List from Defendant,
 8 the Settlement Administrator will perform a search based on the National Change of Address Database
 9 or any other similar services available, such as provided by Experian, for information to update and
 10 correct for any known or identifiable address changes, and will mail a Class Notice (in the form
 11 attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail,
 12 using the most current, known mailing addresses identified by the Settlement Administrator.

13 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
 14 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
 15 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
 16 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
 17 attempt to determine the correct address using a skip-trace or other search, using the name, address,
 18 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
 19 calendar days.

20 c. Compliance with the procedures described herein above shall constitute due and
 21 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
 22 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
 23 provide notice of the Settlement.

24 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
 25 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
 26 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
 27 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
 28 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute

1 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data
2 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
3 Member, Defendant's records will be presumed to be correct and determinative of the dispute.
4 However, if a Class Member produces information and/or documents to the contrary, the Settlement
5 Administrator will evaluate the materials submitted by the Class Member and the Settlement
6 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
7 the disputing Class Member should be credited with under the Settlement. The Settlement
8 Administrator's decision on such disputes will be final and non-appealable.

9 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
10 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
11 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
12 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
13 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
14 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
15 submitted, and also identify the individuals who have submitted a timely and valid Request for
16 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
17 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
18 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
19 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
20 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
21 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
22 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
23 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
24 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
25 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
26 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
27 submit a Request for Exclusion.

28 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class

1 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
2 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
3 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
4 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
5 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
6 and complete and which were not), and also attach them to a declaration that is to be filed with the
7 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
8 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
9 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
10 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
11 whether they have submitted a Notice of Objection.

12 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
13 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
14 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
15 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
16 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
17 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
18 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
19 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
20 Dispute.

21 33. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members
22 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
23 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
24 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
25 the number of Class Members who have submitted timely and valid Requests for Exclusion following
26 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
27 administration owed to the Settlement Administrator incurred up to that date. Neither side shall
28 encourage any Class Member to opt out. The foregoing percentage shall not be revealed in any

1 document publicly-filed or made available except may be presented to the Court for in camera
2 inspection.

3 34. Certification of Completion. Upon completion of administration of the Settlement, the
4 Settlement Administrator will provide a written declaration under oath to certify such completion to
5 the Court and counsel for all Parties.

6 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
7 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
8 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
9 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
10 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
11 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
12 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
13 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
14 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final
15 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 16 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
17 consummation of its terms and provisions;
- 18 b. Certification of the Settlement Class;
- 19 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 20 d. Approval of the application for Enhancement Payments to Plaintiffs;
- 21 e. Directing Defendant to fund all amounts due under the Settlement Agreement
22 and ordered by the Court; and
- 23 f. Entering judgment in the Class Action case, while maintaining continuing
24 jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

25 36. Funding of the Gross Settlement Amount. No later than twenty-one (21) business days
26 after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified
27 Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be
28 established by the Settlement Administrator. Defendant shall provide all information necessary for

1 the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit
2 state unemployment insurance tax ID number, and other information requested by the Settlement
3 Administrator.

4 37. Distribution of the Gross Settlement Amount. Within ten (10) business days of the
5 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
6 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
7 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to
8 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
9 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
10 timely forward these to the appropriate government authorities.

11 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
12 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
13 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
14 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
15 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
16 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
17 Members and PAGA Employees are not required to submit a claim to be issued an Individual
18 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
19 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
20 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
21 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
22 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
23 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
24 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
25 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
26 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
27 amended and/or supplemental tax filings and reporting required under applicable local, state, and
28 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement

1 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
2 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
3 PAGA Settlement.

4 39. Class Settlement Release. Upon the Effective Date and full funding of the Gross
5 Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally,
6 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
7 Released Class Claims.

8 40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
9 Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all
10 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
11 relinquished, and discharged the Released Parties of all Released PAGA Claims.

12 41. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
13 Settlement Amount, Plaintiffs, individually and on each of their own behalf, will be deemed to have
14 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
15 Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
16 attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown,
17 suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their
18 employment and/or separation of employment with Defendant, which Plaintiffs, at any time up until
19 the execution of this Settlement Agreement, had or claimed to have or may have. This includes
20 without limitation to: (a) all claims that were, or reasonably could have been, alleged, based on the
21 facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have
22 been, alleged based on facts contained in the Operative Complaint, the PAGA Notices, or ascertained
23 during the Actions; and (c) any and all claims which in any way relate to Plaintiffs' employment with
24 Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled
25 in the Operative Complaint or not, including but not limited to any claims under the Fair Labor
26 Standards Act ("FLSA"), Title VII, Americans with Disabilities Act ("ADA"), Fair Employment and
27 Housing Act ("FEHA"), Age Discrimination in Employment Act ("ADEA"), Private Attorneys
28 General Act ("PAGA"), California Labor Code, or any Industrial Welfare Commission Wage Order—

1 now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence
2 from the beginning of time to the date of execution of this Agreement. Plaintiffs acknowledge that
3 Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs
4 now know or believe to be true but agree, nonetheless, that the Plaintiffs' Release shall be and remain
5 effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of
6 them.

7 42. It is agreed that this is a general release and is to be broadly construed as a release of
8 all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a
9 release of any claims that cannot be released hereunder by law. Any and all rights granted under any
10 state or federal law or regulation limiting the effect of this Settlement Agreement, including the
11 provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
12 Section 1542 of the California Civil Code reads as follows:

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

18 43. Final Approval Order and Judgment. The Parties shall provide the Settlement
19 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
20 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
21 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
22 Class will be required.

23 44. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
24 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
25 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
26 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
27 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
28 Settlement Agreement.

1 45. Effects of Termination or Rescission of Settlement. Termination or rescission of the
2 Settlement Agreement shall have the following effects:

3 a. The Settlement Agreement shall be void and shall have no force or effect, and
4 no Party shall be bound by any of its terms;

5 b. In the event the Settlement Agreement is terminated, Defendant shall have no
6 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
7 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
8 Administrator is notified that the Settlement has been terminated;

9 c. The Preliminary Approval Order and Final Approval Order and Judgment,
10 including any order certifying the Class, shall be vacated;

11 d. The Settlement Agreement and all negotiations, statements, and proceedings
12 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
13 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

14 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
15 statements, or filings in furtherance of the Settlement (including all matters associated with the
16 mediation) shall be admissible or offered into evidence in the Action or any other action for any
17 purpose whatsoever; and

18 f. Any documents generated to bring the Settlement into effect, will be null and
19 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
20 likewise be treated as void from the beginning.

21 46. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
22 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
23 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
24 of action or right herein released and discharged.

25 47. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
26 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
27 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

28 48. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all

1 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
2 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
3 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
4 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
5 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
6 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
7 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
8 Agreement.

9 49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
10 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
11 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
12 Approval Hearing to be conducted by the Court.

13 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
14 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
15 except by written agreement signed by counsel for all Parties. After the filing of the motion for
16 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
17 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
18 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
19 constitute a waiver of any other provision.

20 51. 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 this Settlement
22 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
23 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
24 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
25 full authority to enter into this Settlement Agreement, and further intend that this Settlement
26 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
27 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
28 confidentiality provisions that otherwise might apply under state or federal law.

52. Signatories. It is agreed that because the members of the Class are so numerous, it is
impossible or impractical to have each Settlement Class Member or PAGA Employee execute this

1 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
2 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
3 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
4 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
5 Member and PAGA Employee.

6 53. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
7 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 54. California Law Governs. All terms of this Settlement Agreement and attached exhibits
9 hereto will be governed by and interpreted according to the laws of the State of California.

10 55. Execution and Counterparts. This Settlement Agreement is subject only to the
11 execution of all Parties. However, this Settlement Agreement may be executed in one or more
12 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
13 copies of the signature page, will be deemed to be one and the same instrument.

14 56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
15 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
16 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
17 account all relevant factors, present and potential. The Parties further acknowledge that they are each
18 represented by competent counsel and that they have had an opportunity to consult with their counsel
19 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
20 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
21 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
22 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

23 57. Invalidity of Any Provision. Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this Settlement
26 Agreement valid and enforceable.

27 58. Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by signing this
28 Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate to implement
the Settlement. The Parties and their counsel will cooperate with each other and use their best efforts,

1 in good faith, to implement the Settlement by, among other things, modifying the Settlement
2 Agreement, submitting supplemental evidence and supplementing points and authorities as requested
3 by the Court. In the event the Parties are unable to agree upon the form or content of any document
4 necessary to implement the Settlement, or on any modification of the Agreement that may become
5 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the
6 Court for resolution. If the Court believes the amount of Administration Expenses; Attorneys' Fees,
7 Attorneys' Expenses; Service Award; or PAGA Payment should be modified, the other terms of the
8 settlement will remain in effect and any such reduction will not affect the remaining terms, other than
9 adjusting the Net Settlement Amount. A reduction to the Attorneys' Fees, Attorneys' Expenses;
10 Service Award; or PAGA Payment is not a ground for rescinding the settlement.

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

25 60. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
26 Evid. Code §1152, and all copies and summaries of the Class Data/List provided to Class Counsel by
27 Defendants in connection with the mediation, other settlement negotiations, or in connection with the
28 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be

1 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
 2 than 90 days after the date when the Court discharges the Administrator’s obligation to provide a
 3 Declaration confirming the final pay out of all Settlement funds, upon Defendant’s request, Plaintiffs
 4 shall destroy, all paper and electronic versions of Class List received from Defendant.

5 61. No Publicity. Plaintiffs and Class Counsel will not contact the media about the
 6 settlement or respond to any inquiries by the media regarding the Settlement, other than to state that
 7 the matter was amicably settled, and the Court did not find Defendants liable. Plaintiffs and their
 8 respective counsel also will not post any information about the settlement on social media or their
 9 firms’ websites.

10 62. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant,
 11 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
 12 and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to
 13 disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly,
 14 specifically or generally, to any person, corporation, association, government agency, or other entity
 15 except: (1) to the Parties’ attorneys, accountants, or spouses, all of whom will be instructed to keep
 16 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
 17 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
 18 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
 19 to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
 20 such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to,
 21 directly or indirectly, initiate any conversation or other communication, before the filing of the Motion
 22 for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to
 23 this Agreement except to respond only that “the matter was resolved,” or words to that effect. This
 24 paragraph does not restrict Class Counsel’s communications with Class Members in accordance with
 25 Class Counsel’s ethical obligations owed to Class Members.

26 63. Captions. The captions and paragraph numbers in this Settlement Agreement are
 27 inserted for the reader’s convenience, and in no way define, limit, construe, or describe the scope or
 28 intent of the provisions of this Settlement Agreement.

1 64. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one Party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
5 negotiations between the Parties, all Parties have contributed equally to the preparation of this
6 Settlement Agreement.

7 65. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

11 66. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 67. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
15 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
16 as follows:

17
18 To Plaintiffs and Class Counsel:
19 Jonathan M. Genish
20 Barbara DuVan-Clarke
 BDC@blackstonepc.com
 Danielle GruppChang
 dgruppchang@blackstonepc.com
21 P.J. Van Ert
 pjvanert@blackstonepc.com
22 Annabel Blanchard
 ablanchard@blackstonepc.com
23 **BLACKSTONE LAW, APC**
 8383 Wilshire Boulevard, Suite 745
24 Beverly Hills, California 90211
25 Tel: (310) 622-4278 / Fax: (855) 786-6356
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To Defendant:
Tim L. Johnson
tim.johnson@ogletree.com
Cameron J. Davila
cameron.davila@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel : 858-652-3100 / Fax : 858-652-3101

68. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF JASMINE RODRIGUEZ

Dated: 09/29/2025

Jasmine Rodriguez

Plaintiff Jasmine Rodriguez

PLAINTIFF MICHAEL VITALE

Dated: _____

Plaintiff Michael Vitale

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To Defendant:
Tim L. Johnson
tim.johnson@ogletree.com
Cameron J. Davila
cameron.davila@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel : 858-652-3100 / Fax : 858-652-3101

68. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF JASMINE RODRIGUEZ

Dated: _____

Plaintiff Jasmine Rodriguez

PLAINTIFF MICHAEL VITALE

Dated: 09/29/2025

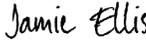
Michael Vitale

Plaintiff Michael Vitale

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Dated: 08-Oct-2025 _____

DEFENDANT FLEETLOGIX, INC.

Signed by:

2C7B7F0BCE67465... _____

Full Name: _____

Title: _____
On behalf of Defendant Fleetlogix, Inc.

APPROVED AS TO FORM ONLY:

Dated: 10/01/2025 _____

BLACKSTONE LAW, APC



Barbara DuVan-Clarke
Attorneys for Plaintiffs Jasmine Rodriguez and
Michael Vitale,
and Proposed Class Counsel

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: 10/08/2025 _____



Tim L. Johnson
Cameron J. Davila
Attorneys for Defendant Fleetlogix Inc.

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NOTICE OF CLASS ACTION SETTLEMENT

SAVIN, ET AL. vs. FLEETLOGIX INC.

Superior Court of California for the County of San Diego, Case No. 37-2023-0005184-CU-OE-CTL

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Jasmine Rodriguez and Michael Vitale (“Plaintiffs”) and Defendant Fleetlogix, Inc.(“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the case entitled *Savin, et al. v. Fleetlogix, Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“Class” or “Class Member(s)” means all individuals who are current or former non-exempt employees of Defendant, and who did not sign an arbitration agreement, and who were employed by Defendant in the State of California at any time during the Class Period.

“Class Period” means the period from October 1, 2021 through February 13, 2025.

“Class Settlement” means the settlement and resolution of all Released Class Claims.

“PAGA Employee(s)” means all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California during the PAGA Period.

“PAGA Period” means the period from November 10, 2022 through February 13, 2025.

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

II. BACKGROUND OF THE ACTION

On November 10, 2023, a former employee provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that employee contends were violated. On March 7, 2025, Plaintiffs provided an amended written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiffs contend were violated (“PAGA Letter”). On November 30, 2023, Vadim Savin (“Savin”) commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On June 30, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint. (“Operative Complaint”) in the Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among

1 other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses,
2 restitution, penalties, interest, and attorneys’ fees and costs.

3 Defendant denies all of the allegations in the Action or that it violated any law.

4 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached
5 a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement
6 (“Settlement” or “Settlement Agreement”).

7 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The
8 Court has appointed Apex Class Action Administration as the administrator of the Settlement (“Settlement
9 Administrator”), Plaintiff Michael Vitale as representative of the Class (“Class Representative”), Plaintiff
10 Jasmine Rodriguez as PAGA Representative, and the following Plaintiffs’ attorneys as counsel for the Class
11 (“Class Counsel”):

12 Jonathan M. Genish
13 Barbara DuVan-Clarke
14 Danielle GruppChang
15 P.J. Van Ert
16 Annabel Blanchard
17 **Blackstone Law, APC**
18 8383 Wilshire Boulevard, Suite 745
19 Beverly Hills, California 90211
20 Tel: (310) 622-4278 / Fax: (855) 786-6356

21 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you
22 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an
23 Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay
24 Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a
25 PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have
26 the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound
27 to the PAGA Settlement if the Court grants final approval of the Settlement.

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifteen Thousand Dollars and Zero Cents (\$815,000.00)
(the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to
Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross
Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees,
in an amount not to exceed Thirty-Five percent (35%) of the Gross Settlement Amount (i.e., \$285,250.00), and
reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars
(\$25,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Seven Thousand Five
Hundred (\$7,500.00) to each Plaintiff for their services in the Action (for a total of \$15,000.00); (3) the amount
of One Hundred Thousand (\$100,000.00) allocated toward civil penalties under the Private Attorneys General
Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$75,000.00) (“LWDA Payment”) and the
remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4)

1 Settlement Administration Costs in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500)
2 to the Settlement Administrator.

3 Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net
4 Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was
5 employed by Defendant as a non-exempt employee in California during the Class Period (“Workweeks”). The
6 Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to
7 yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the
8 Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be
9 entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do
10 not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final
11 Individual Settlement Payment.

12 Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on
13 an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported
14 on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the
15 employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual
16 Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).
17 The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement
18 Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement
19 Amount.

20 PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the
21 PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA
22 Employee was employed by Defendant as a non-exempt employee in California during the PAGA Period (“Pay
23 Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA
24 Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied
25 each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s
26 Individual PAGA Payment.

27 Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject
28 to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

18 If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement
19 Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on
20 file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct,
21 or if you move after you receive this Class Notice, you must provide your correct mailing address to the
22 Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled
23 to under the Settlement.**

24 **B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records**

25 According to Defendant’s records:

- 26 • **From October 1, 2021 through February 13, 2025 (i.e., the Class Period), you are credited
27 as having [REDACTED] Workweeks.**
- 28 • **From November 10, 2022 through February 13, 2025 (i.e., the PAGA Period), you are
credited as having [REDACTED] Pay Periods.**

26 If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in
27 writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number
28 of the Action (*Savin v. Fleetlogix, Inc.*, Case No. 37-2023-00051984); (b) contain your full name, signature,
address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you
dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct

1 number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section
2 IV.B below, postmarked on or before [Response Deadline].

3 **C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if**
4 **applicable)**

5 As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable)
6 is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

7 **Under the terms of the Settlement, your Individual Settlement Share is estimated to be**
8 **\$ [redacted]. The Individual Settlement Share is subject to reduction for the employee’s**
9 **share of taxes and withholdings with respect to the wages portion of the Individual**
10 **Settlement Share and will only be distributed if the Court approves the Settlement and**
11 **after the Settlement goes into effect.**

12 **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be**
13 **\$ [redacted] and will only be distributed if the Court approves the Settlement and after the**
14 **Settlement goes into effect.**

15 The settlement approval process may take multiple months. Your Individual Settlement Share and Individual
16 PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual
17 Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

18 **D. Release of Claims**

19 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class
20 Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
21 discharged the Released Parties of all Released Class Claims.

22 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California
23 with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and
24 forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA
25 Claims.

26 “Released Class Claims” means any and all claims which were alleged or which could have been reasonably
27 alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall
28 specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide
compliant meal and rest periods and associated premium payments, timely pay wages during employment and
upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in
violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.2, 226(a), 226.7, 510, 512(a),
1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and
California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA
Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private
Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include
claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest
periods and associated premium payments, timely pay wages during employment and upon termination, provide
compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-
related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.2, 226(a),
226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
Commission Wage Order.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers,
shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$285,250.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) *each* (for a total of \$15,000.00) (“Enhancement Payments”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to each of their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

APEX Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

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Telephone:
Fax:

A Request for Exclusion must: (a) contain the case name and number of the Action (*Savin v. Fleetlogix, Inc.*, Case No. 37-2023-00051984); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator. The Notice of Objection must: (a) contain the case name and number of the Action (*Savin v. Fleetlogix, Inc.*, Case No. 37-2023-00051984); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**. You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-73 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator. The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through Zoom online at: <https://www.sdcourt.ca.gov/virtualhearings>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action visiting <https://odyroa.sdcourt.ca.gov/> and entering case number 37-2023-00051984.

You may also visit the Settlement Administrator’s website at www.apexclassaction.com for key documents in the Action.

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**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.
IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**