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15  
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF SAN JOAQUIN**

18 JOSEPH ALBERTO RODRIGUEZ,  
19 individually, and on behalf of all others  
similarly situated,

20 *Plaintiff,*

21 vs.

22 FRANK C. ALEGRE TRUCKING, INC., a  
23 California corporation; and DOES 1 through  
10, inclusive,

24 *Defendants.*

Case Nos. STK-CV-UOE-2024-0005249 &  
STK-CV-UOE-2024-0008038

*Assigned for all purposes to: Hon. Robert T.  
Waters, Dept. 11B*

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between  
2 Plaintiff Joseph Alberto Rodriguez (“Plaintiff”) and Defendant Frank C. Alegre Trucking, Inc.  
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or  
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Actions” means Plaintiff’s lawsuits alleging class action wage and hour violations  
7 against Defendant captioned *Rodriguez v. Frank Alegre Trucking, Inc.*, San Joaquin County  
8 Superior Court, Case No. STK-CV-UOE-2024-0005249, filed on May 1, 2024 (“Class Action”)  
9 and Plaintiff’s representative PAGA action captioned *Rodriguez v. Frank Alegre Trucking, Inc.*,  
10 San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-0008038, filed on July 9, 2024  
11 (“PAGA Action”).

12 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties  
13 have agreed to appoint to administer the Settlement.

14 1.3 “Administration Costs (Payment)” means the amount the Administrator will be paid from  
15 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with  
16 the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary  
17 Approval of the Settlement.

18 1.4 “Aggrieved Employee(s)” means all current and former hourly, non-exempt trainee  
19 drivers employed by Defendant in the State of California during the PAGA Period.

20 1.5 “Class” means all current and former hourly, non-exempt trainee drivers employed by  
21 Defendant in the State of California during the Class Period.

22 1.6 “Class Counsel” means John G. Yslas, Eugene Zinovyev, John Brown, Lisa B. Iturriaga,  
23 and Gabriella Solé of Wilshire Law Firm, PLC.

24 1.7 “Class Counsel Fees (Payment)” means an award of attorneys’ fees granted to Class  
25 Counsel and paid from the GSA. The Parties have agreed Plaintiff will request approval from the  
26 Court of up to one-third (1/3) of the GSA (currently \$73,333.33).

27 1.8 “Class Counsel Litigation Expenses (Payment)” means the amount allocated to Class  
28 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Actions,

1  
2 not to exceed \$25,000.00, and paid from the GSA.

3 1.9 “Class Data” means Class Member identifying information in Defendant’s possession  
4 including the Class Member’s name, last-known mailing address, Social Security number, and  
5 number of Workweeks and PAGA Pay Periods.

6 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either  
7 a Participating Class Member or Non-Participating Class Member (including a Non-Participating  
8 Class Member who qualifies as an Aggrieved Employee).

9 1.11 “Class Member Address Search” means the Administrator’s investigation and search for  
10 current Class Member mailing addresses using all reasonably available sources, methods, and  
11 means including, but not limited to, the National Change of Address database, skip traces, and  
12 direct contact by the Administrator with Class Members.

13 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final  
14 Approval, to be mailed to Class Members in English with a Spanish translation in the form, without  
15 material variation, attached as Exhibit A and incorporated by reference into this Agreement.

16 1.13 “Class Period,” “Class Settlement Period,” or “Settlement Class Period” means the period  
17 from May 1, 2020, through the earliest of July 29, 2025, or the date of preliminary approval of this  
18 class action settlement.

19 1.14 “Class Representative(s)” means the named Plaintiff Joseph Alberto Rodriguez in the  
20 Actions.

21 1.15 “Class Representative Service Payment(s)” or “Enhancement Award(s)” means the  
22 payment to the Class Representative for initiating the Actions and providing services in support of  
23 the Actions.

24 1.16 “Court” means the Superior Court of California, County of San Joaquin.

25 1.17 “Defendant” means named Defendant Frank C. Alegre Trucking, Inc.

26 1.18 “Defense Counsel” means Christopher C. McNatt, Jr. of Scopelitis, Garvin, Light,  
27 Hanson & Feary, LLP.

28 1.19 “Effective Date” means the date by which both of the following have occurred: (a) the

1 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
3 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if  
4 one or more Participating Class Members objects to the Settlement, the day after the deadline for  
5 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,  
6 the day after the appellate court affirms the Judgment and issues a remittitur.

7 1.20 “Final Approval (Order)” means the Court’s order granting final approval of the  
8 Settlement. The Parties intend and agree that the Final Approval Order and the Judgment entered  
9 as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent  
10 allowed by law.

11 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval  
12 of the Settlement.

13 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval  
14 of the Settlement.

15 1.23 “Gross Settlement Amount” or “GSA” means \$220,000.00, which is the total amount  
16 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross  
17 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,  
18 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class  
19 Representative Service Payment, and the Administration Costs.

20 1.24 “Individual Class Payment(s)” means the Participating Class Member’s pro rata share of  
21 the Net Settlement Amount calculated according to the number of Workweeks worked during the  
22 Class Period.

23 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of  
24 the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the  
25 PAGA Period.

26 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

27 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency  
28 entitled, under Labor Code section 2699, subd. (i).

1 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA  
2 under Labor Code section 2699, subd. (i).

3 1.29 “Net Settlement Amount” means the GSA, less the following payments in the amounts  
4 approved by the Court: PAGA Penalties payment, Class Representative Service Payment, Class  
5 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs  
6 Payment. The remainder is to be paid to Participating Class Members as Individual Class  
7 Payments.

8 1.30 “Non-Participating Class Member” means any Class Member who opts out of the  
9 Settlement by sending the Administrator a valid and timely Request for Exclusion.

10 1.31 “Operative Class Complaint” means the operative class action complaint filed in the Class  
11 Action.

12 1.32 “Operative PAGA Complaint” means the operative PAGA complaint filed in the PAGA  
13 Action.

14 1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked  
15 for Defendant for at least one day during the PAGA Period.

16 1.34 “PAGA Period” means the period from May 1, 2023, through the earliest of July 29,  
17 2025, or the date of Preliminary Approval of the Settlement.

18 1.35 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

19 1.36 “PAGA Notice” means Plaintiff’s May 1, 2024 letter (LWDA-CM-1025682-24) to the  
20 LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

21 1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
22 GSA (\$10,000.00), allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to LWDA  
23 (\$7,500.00) in settlement of PAGA claims.

24 1.38 “Participating Class Member” means a Class Member who does not submit a valid and  
25 timely Request for Exclusion from the Settlement.

26 1.39 “Plaintiff” means Joseph Alberto Rodriguez, the named plaintiff in the Actions.

27 1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
28 Settlement.

1 1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2  
2 below.

3 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.4  
4 below.

5 1.43 “Released Parties” means Defendant and each of its current and former parents, owners,  
6 subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective  
7 officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

8 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be  
9 excluded from the Class Settlement signed by the Class Member.

10 1.45 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class  
11 Members and Aggrieved Employees and shall be the last date on which Class Members may: (a)  
12 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her  
13 Objection to the Settlement. Class Members to whom Notice packets are resent after having been  
14 returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days  
15 beyond the Response Deadline has expired.

16 1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the  
17 Judgment.

18 1.47 “Workweek” means any week during which a Class Member worked as a trainee truck  
19 driver for Defendant for at least one day, during the Class Period.

20 **2. RECITALS.**

21 2.1 On May 1, 2024, Plaintiff filed the Class Action alleging Defendant (1) failed to pay  
22 minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal  
23 periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at  
24 termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify  
25 employees for expenditures; (8) failed to produce requested employment records; and (9) violated  
26 California’s Unfair Competition Law, California Business and Professions Code section 17200, *et*  
27 *seq.*

28 2.2 On May 1, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the

1 LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA  
2 (LWDA-CM-1025682-24). On July 9, 2024, after the 65-day statutory period passed, Plaintiff  
3 filed the PAGA Action, alleging claims for penalties pursuant to Labor Code § 2699, *et seq.* The  
4 PAGA Action was related to the Class Action on August 26, 2024.

5 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the  
6 laws identified in the Actions, and denies any and all liability for the causes of action alleged in  
7 the Actions.

8 2.4 On April 29, 2025, the Parties participated in an all-day mediation facilitated by mediator  
9 Deborah Crandall Saxe. With Ms. Saxe’s assistance, the Parties reached an agreement to settle the  
10 Actions, which included general settlement terms agreed upon during the mediation and additional  
11 terms memorialized in a subsequently executed Term Sheet.

12 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts  
13 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a  
14 representative sampling of time and payroll data for Class Members and the necessary policy  
15 documents through informal discovery to properly evaluate the strengths and weakness of the  
16 claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient to  
17 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th  
18 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)  
19 (“*Dunk/Kullar*”).

20 2.6 The Court has not granted class certification because the Parties engaged in mediation  
21 before any class certification.

22 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
23 other pending matter or action asserting claims that will be extinguished or affected by the  
24 Settlement.

25 3. **MONETARY TERMS.**

26 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,  
27 Defendant will pay no more than \$220,000.00 to fully settle, resolve, and extinguish all claims  
28 asserted in the Actions, including without limitation all claims asserted in the PAGA Notice. The

1 GSA is non-reversionary and does not include employer payroll taxes owed on the wage portions  
2 of the Individual Class Payments, which Defendant will pay separately. Defendant has no  
3 obligation to pay the GSA or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this  
4 Agreement. The Administrator will disburse the entire GSA without asking or requiring  
5 Participating Class Members or Aggrieved Employees to submit any claim as a condition of  
6 payment.

7       3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct  
8 the following payments from the GSA, in the amounts specified by the Court in the Final Approval:

9       3.2.1 To Plaintiff: A Class Representative Service Payment to the Class Representative of  
10 not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA  
11 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant  
12 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed  
13 this amount. As part of the motion for the Class Counsel Fees and Class Counsel Litigation  
14 Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service  
15 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise  
16 ordered by the Court. If the Court approves a Class Representative Service Payment less than the  
17 amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be  
18 distributed to Participating Class Members. The Administrator will pay the Class Representative  
19 Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for  
20 employee taxes owed on the Class Representative Service Payment.

21       3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)  
22 of the GSA, which is currently estimated to be \$73,333.33 and a Class Counsel Litigation Expenses  
23 Payment for actual costs, not to exceed \$25,000.00. Defendant will not oppose requests for these  
24 payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation  
25 Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as  
26 otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a  
27 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator  
28 will allocate the remainder to the Net Settlement Amount for distribution to Participating Class

1 Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel  
2 arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel  
3 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and  
4 Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel  
5 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and  
6 the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies  
7 Defendant, from any dispute or controversy regarding any division or sharing of any of these  
8 Payments.

9       3.2.3 To the Administrator: An Administration Costs Payment for actual costs, not to  
10 exceed \$9,500.00 except for a showing of good cause and as approved by the Court. To the extent  
11 the Administration Costs are less or the Court approves payment of less than requested, the  
12 Administrator will retain the remainder in the Net Settlement Amount to be distributed to  
13 Participating Class Members.

14       3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by  
15 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all  
16 Participating Class Members during the Class Period, and (b) multiplying the result by each  
17 individual Participating Class Member's Workweeks.

18       3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of  
19 each Participating Class Member's Individual Class Payment will be allocated to the Settlement  
20 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be  
21 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class  
22 Member's Individual Class Payment will be allocated to the settlement of claims for interest and  
23 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings  
24 and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility  
25 and liability for any employee taxes owed on their Individual Class Payment.

26       3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual  
27 Class Payments. Non-Participating Class Members will not receive any Individual Class  
28 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the

1 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

2 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
3 \$10,000.00 to be paid from the GSA, with 75% (\$7,500.00) allocated to the LWDA PAGA  
4 Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

5 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)  
6 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by  
7 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the  
8 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA  
9 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on  
10 their Individual PAGA Payment.

11 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,  
12 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to  
13 Participating Class Members. The Administrator will report the Individual PAGA Payments on  
14 IRS 1099 Forms.

15 **4. SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its  
17 records, Defendant represents there are 422 Class Members who collectively worked a total of 844  
18 workweeks during the Class Period.

19 4.2 Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of  
20 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a  
21 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must  
22 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and  
23 for no other purpose, and restrict access to the Class Data to Administrator employees who need  
24 access to the Class Data to effect and perform under this Agreement. Defendant has a continuing  
25 duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member  
26 identifying information and to provide corrected or updated Class Data as soon as reasonably  
27 feasible. Without any extension of the deadline by which Defendant must send the Class Data to  
28 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,

1 to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

2 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the GSA and the  
3 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the  
4 Administrator no later than 30 (thirty) calendar days after the Effective Date.

5 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant fully  
6 funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual  
7 PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class  
8 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement  
9 Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
10 Payment, and the Enhancement Award shall not precede disbursement of Individual Class  
11 Payments and Individual PAGA Payments.

12 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or  
13 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The  
14 face of each check shall prominently state the date (180 days after the date of mailing) when the  
15 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the  
16 Void Date. The Administrator will send checks for Individual Settlement Payments to all  
17 Participating Class Members (including those for whom the Class Notice was returned  
18 undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved  
19 Employees including Non-Participating Class Members who qualify as Aggrieved Employees  
20 (including those for whom Class Notice was returned undelivered). The Administrator may send  
21 Participating Class Members a single check combining the Individual Class Payment and the  
22 Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update  
23 the recipients' mailing addresses using the National Change of Address Database.

24 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class  
25 Members whose checks are returned undelivered without USPS forwarding address. Within seven  
26 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS  
27 forwarding address provided or to an address ascertained through the Class Member Address  
28 Search. The Administrator need not take further steps to deliver checks to Class Members whose

1 re-mailed checks are returned as undelivered. The Administrator shall promptly send a  
2 replacement check to any Class Member whose original check was lost or misplaced, requested  
3 by the Class Member prior to the void date.

4 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA  
5 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the  
6 funds represented by such checks to the California Controller's Unclaimed Property Fund in the  
7 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of  
8 California Code of Civil Procedure Section 384, subd. (b).

9 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not  
10 obligate Defendant to confer any additional benefits or make any additional payments to Class  
11 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

12 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the GSA and  
13 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,  
14 Class Members, and Class Counsel will release claims against all Released Parties as follows:

15 5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses,  
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
17 and discharge Released Parties from any and all claims, transactions, occurrences that occurred  
18 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could  
19 have been, alleged, based on the facts contained, in the Operative Class Complaint and (b) all  
20 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the  
21 Operative PAGA Complaint, Plaintiff's PAGA Notice. ("Plaintiff's Release"), Plaintiff's Release  
22 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested  
23 benefits, unemployment benefits, disability benefits, social security benefits, workers'  
24 compensation benefits that arose at any time, or based on occurrences outside the Class Period.  
25 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,  
26 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that  
27 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or  
28 additional facts or Plaintiff's discovery of them.

1           5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes  
2 of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and  
3 benefits, if any, of section 1542 of the California Civil Code, which reads:

4           A general release does not extend to claims that the creditor or releasing party does  
5 not know or suspect to exist in his or her favor at the time of executing the release,  
6 and that if known by him or her would have materially affected his or her settlement  
7 with the debtor or Released Party.

8           5.2 Released Class Claims: All Participating Class Members on behalf of themselves and  
9 their respective former and present representatives, agents, attorneys, heirs, administrators,  
10 successors, and assigns will waive and release all claims asserted in the Operative Class  
11 Complaint, or that could have been based on the factual allegations asserted in the Operative Class  
12 Complaint during the Class Period (collectively the “Released Class Claims”).

13           5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-  
14 Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under  
15 PAGA arising during the PAGA Period that were alleged in Plaintiff’s PAGA Notice to the LWDA  
16 and the Operative PAGA Complaint, or that could have been based on the facts asserted in the  
17 PAGA Notice and the Operative PAGA Complaint against Released Parties (collectively the  
18 “Released PAGA Claims”).

19 6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for  
20 preliminary approval (“Motion for Preliminary Approval”).

21           6.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining  
22 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the  
23 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*  
24 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));  
25 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;  
26 (iii) a draft proposed Class Notice; (iv); (iv) a signed declaration from Plaintiff confirming  
27 willingness and competency to serve and disclosing all facts relevant to any actual or potential  
28 conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from

1 Class Counsel firm attesting to its competency to represent the Class Members; its timely  
2 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor  
3 Code section 2699.3, subd. (a)), Operative PAGA Complaint (Labor Code section 2699, subd.  
4 (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any  
5 actual or potential conflict of interest with Class Members, and/or the Administrator. In their  
6 Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending  
7 matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

8 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
9 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a  
10 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary  
11 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the  
12 Court, and deliver the Court's Preliminary Approval Order to the Administrator.

13 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
14 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
15 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or  
16 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary  
17 Approval or conditions Preliminary Approval on any material change to this Agreement, Class  
18 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting  
19 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the  
20 Court's concerns.

21 **7. SETTLEMENT ADMINISTRATION.**

22 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action  
23 Administration to serve as the Administrator and verified that, as a condition of appointment, the  
24 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties  
25 specified in this Agreement in exchange for payment of Administration Costs. The Parties and  
26 their Counsel represent that they have no interest or relationship, financial or otherwise, with the  
27 Administrator other than a professional relationship arising out of prior experiences administering  
28 settlements.

1       7.2 Employer Identification Number. The Administrator shall have and use its own Employer  
2 Identification Number for purposes of calculating payroll tax withholdings and providing reports  
3 to state and federal tax authorities.

4       7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
5 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section  
6 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF  
7 prior to distribution by the Administrator will become part of the NSA for distribution to  
8 Participating Class Members.

9       7.4 Notice to Class Members.

10       7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator  
11 shall notify Class Counsel that the list has been received and state the number of Class Members,  
12 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

13       7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen  
14 (14) days after receiving the Class Data, the Administrator will send to all Class Members  
15 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class  
16 Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A.  
17 The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual  
18 Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number  
19 of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class  
20 Notices, the Administrator shall update Class Member addresses using the National Change of  
21 Address database.

22       7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class  
23 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using  
24 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,  
25 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to  
26 the most current address obtained. The Administrator has no obligation to make further attempts  
27 to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a  
28 second time.

1           7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks  
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days  
3 beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose  
4 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline  
5 with the re-mailed Class Notice.

6           7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise  
7 discovers any persons who believe they should have been included in the Class Data and should  
8 have received Class Notice, the Parties will expeditiously meet and confer in person or by  
9 telephone, and in good faith in an effort to agree on whether to include them as Class Members. If  
10 the Parties agree, such persons will be Class Members entitled to the same rights as other Class  
11 Members, and the Administrator will send, via email or overnight delivery, a Class Notice  
12 requiring them to exercise options under this Agreement not later than fourteen (14) days after  
13 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

14           7.5 Requests for Exclusion (Opt-Outs).

15           7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
16 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not  
17 later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen  
18 (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter  
19 from a Class Member or his/her representative that reasonably communicates the Class Member's  
20 election to be excluded from the Settlement and includes the Class Member's name, address and  
21 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,  
22 emailed, or postmarked by the Response Deadline.

23           7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails  
24 to contain all the information specified in the Class Notice. The Administrator shall accept any  
25 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the  
26 person as a Class Member and the Class Member's desire to be excluded. The Administrator's  
27 determination shall be final and not appealable or otherwise susceptible to challenge. If the  
28 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator

1 may demand additional proof of the Class Member's identity. The Administrator's determination  
2 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

3 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion  
4 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and  
5 bound by all terms and conditions of the Settlement, including the Participating Class Members'  
6 Releases under paragraphs 5.2 and 5.4 of this Agreement, regardless of whether the Participating  
7 Class Member actually receives the Class Notice or objects to the Settlement.

8 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-  
9 Participating Class Member and shall not receive an Individual Class Payment or have the right to  
10 object to the class action components of the Settlement. Because future PAGA claims are subject  
11 to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are  
12 Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph  
13 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

14 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty) days  
15 after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class  
16 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and  
17 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member  
18 may challenge the allocation by communicating with the Administrator via fax, email or mail. The  
19 Administrator must encourage the challenging Class Member to submit supporting documentation.  
20 In the absence of any contrary documentation, the Administrator is entitled to presume that the  
21 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class  
22 Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or  
23 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The  
24 Administrator shall promptly provide copies of all challenges to the calculation of Workweeks  
25 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination  
26 of the challenges.

27 7.7 Objections to Settlement.

28 7.7.1 Only Participating Class Members may object to the class action components of the

1 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
2 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses  
3 Payment and/or Enhancement Award.

4 7.7.2 Participating Class Members may send written objections to the Administrator, by  
5 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire  
6 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A  
7 Participating Class Member who elects to send a written objection to the Administrator must do  
8 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional  
9 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

10 7.7.3 Non-Participating Class Members have no right to object to any of the class action  
11 components of the Settlement.

12 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
13 performed or observed by the Administrator contained in this Agreement or otherwise.

14 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,  
15 maintain and use an internet website to post information of interest to Class Members including  
16 the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement;  
17 Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final  
18 Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment  
19 and Enhancement Award; the Final Approval Order; and the Judgment. The Administrator will  
20 also maintain and monitor an email address and a toll-free telephone number to receive Class  
21 Member calls, faxes and emails.

22 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
23 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than  
24 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the  
25 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names  
26 and other identifying information of Class Members who have timely submitted valid Requests  
27 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class  
28 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for

1 Exclusion from Settlement submitted (whether valid or invalid).

2       7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports  
3 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices  
4 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or  
5 invalid) received, objections received, challenges to Workweeks and/or Pay Periods received  
6 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments  
7 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the  
8 validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections  
9 received.

10       7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to  
11 address and make final decisions consistent with the terms of this Agreement on all Class Member  
12 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision  
13 shall be final and not appealable or otherwise susceptible to challenge.

14       7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff  
15 is required to file the Motion for Final Approval of the Settlement, the Administrator will provide  
16 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting  
17 to its due diligence and compliance with all of its obligations under this Agreement, including, but  
18 not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing  
19 of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion  
20 from Settlement it received (both valid or invalid), the number of written objections and attach the  
21 Exclusion List. The Administrator will supplement its declaration as needed or requested by the  
22 Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s)  
23 in Court.

24       7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator  
25 disburses all funds in the GSA, the Administrator will provide Class Counsel and Defense Counsel  
26 with a final report detailing its disbursements by employee identification number only of all  
27 payments made under this Agreement. At least 15 days before any deadline set by the Court, the  
28 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration

1 suitable for filing in Court attesting to its disbursement of all payments required under this  
2 Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

3 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant  
4 estimates that as of the date of this Settlement Agreement, there are 422 Class Members who were  
5 collectively in training for a total of 844 Workweeks during the Class Period. If it is determined  
6 that the total number of Workweeks during the Class Period exceeds 928 (i.e., 844, plus 10% of  
7 844), then Defendant may elect to either (A) end the Class Period on the date on which the total  
8 number of Workweeks reaches 928, or (B) increase the GSA in proportion to the increased  
9 percentage – for example, if such increase in Workweeks is 14% over 844 Workweeks, the GSA  
10 will increase by 4%. To avoid any uncertainty as to the end date of the Class Period, Defendant  
11 and/or the Administrator must verify the Workweek total and confirm the end date of the Class  
12 Period prior to the Preliminary Approval.

13 9. **DEFENDANT’S RIGHT TO NULLIFY.** Defendant retains the right, in the exercise of its  
14 discretion, to nullify the settlement within fourteen (14) calendar days after expiration of the opt-  
15 out period if five percent (5%) or more of the Settlement Class opts out of this Settlement. If  
16 Defendant nullifies the Settlement, it will pay all accrued Administration Costs.

17 10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the  
18 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in  
19 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the  
20 PAGA settlement under Labor Code section 2699, subd. (1); a Proposed Final Approval Order;  
21 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts  
22 of these documents to Defense Counsel no later than seven days prior to filing the Motion for Final  
23 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by  
24 telephone, and in good faith, to resolve any disagreements concerning the Motion for Final  
25 Approval.

26 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised  
27 by a Participating Class Member, including the right to file responsive documents in Court no later  
28 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted

1 by the Court.

2 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
3 Approval on any material change to the Settlement (including, but not limited to, the scope of  
4 release to be granted by Class Members), the Parties will expeditiously work together in good faith  
5 to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.  
6 The Court's decision to award less than the amounts requested for the Enhancement Award, Class  
7 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Costs  
8 Payment shall not constitute a material modification to the Agreement within the meaning of this  
9 paragraph.

10 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
11 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes  
12 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,  
13 and (iii) addressing such post-Judgment matters as are permitted by law.

14 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
15 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
16 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective  
17 counsel, and all Participating Class Members who did not object to the Settlement as provided in  
18 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment  
19 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,  
20 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to  
21 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations  
22 to perform under this Agreement will be suspended until such time as the appeal is finally resolved  
23 and the Judgment becomes final, except as to matters that do not affect the amount of the Net  
24 Settlement Amount.

25 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
26 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material  
27 modification of this Agreement (including, but not limited to, the scope of release to be granted by  
28 Class Members), this Agreement shall be null and void. The Parties shall nevertheless

1 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
2 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
3 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the  
4 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute a  
5 material modification of the Judgment within the meaning of this paragraph, as long as the GSA  
6 remains unchanged.

7 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil  
8 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended  
9 judgment.

10 12. **ADDITIONAL PROVISIONS.**

11 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other  
12 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.  
13 Nothing in this Agreement is intended or should be construed as an admission by Defendant that  
14 any of the allegations in the Operative Class Complaint or Operative PAGA Complaint has merit  
15 or that Defendant has any liability for any claims asserted; nor should it be intended or construed  
16 as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree  
17 that class certification and representative treatment is for purposes of this Settlement only. If, for  
18 any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment,  
19 Defendant reserves the right to contest certification of any class for any reason, Defendant reserves  
20 all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class  
21 certification on any grounds available and to contest Defendant's defenses. The Settlement, this  
22 Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be  
23 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
24 Settlement and this Agreement).

25 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and  
26 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is  
27 filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit  
28 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or

1 indirectly, specifically or generally, to any person, corporation, association, government agency,  
2 or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be  
3 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent  
4 necessary to report income to appropriate taxing authorities; (4) in response to a court order or  
5 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government  
6 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,  
7 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense  
8 Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
9 communication, before the filing of the Motion for Preliminary Approval, with any third party  
10 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
11 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's  
12 communications with Class Members in accordance with Class Counsel's ethical obligations owed  
13 to Class Members.

14 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and  
15 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
16 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability  
17 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's  
18 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

19 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
20 together with its attached exhibits shall constitute the entire agreement between the Parties relating  
21 to the Settlement, superseding any and all oral representations, warranties, covenants, or  
22 inducements made to or by any Party.

23 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
24 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate  
25 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate  
26 its terms, and to execute any other documents reasonably required to effectuate the terms of this  
27 Agreement including any amendments to this Agreement.

28 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their

1 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
2 Settlement Agreement, submitting supplemental evidence and supplementing points and  
3 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or  
4 content of any document necessary to implement the Settlement, or on any modification of the  
5 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
6 assistance of a mediator and/or the Court for resolution.

7       12.7 No Prior Assignments. The Parties separately represent and warrant that they have not  
8 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
9 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
10 action, or right released and discharged by the Party in this Settlement.

11       12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
12 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
13 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part  
14 10, as amended) or otherwise.

15       12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,  
16 modified, changed, or waived only by an express written instrument signed by all Parties or their  
17 representatives, and approved by the Court.

18       12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure  
19 to the benefit of, the successors of each of the Parties.

20       12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
21 governed by and interpreted according to the internal laws of the state of California, without regard  
22 to conflict of law principles.

23       12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation  
24 of this Agreement. This Agreement will not be construed against any Party on the basis that the  
25 Party was the drafter or participated in the drafting.

26       12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders  
27 entered during Actions and in this Agreement relating to the confidentiality of information shall  
28 survive the execution of this Agreement.

1       12.14    Use and Return of Class Data. Information provided to Class Counsel pursuant to  
2 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel  
3 by Defendant in connection with the mediation, other settlement negotiations, or in connection  
4 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and  
5 may not be used in any way that violates any existing contractual agreement, statute, or rule of  
6 court. Not later than 90 days after the date when the Court discharges the Administrator’s  
7 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff  
8 shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior  
9 to the Court’s discharge of the Administrator’s obligation, Defendant makes a written request to  
10 Class Counsel for the return, rather than the destructions, of Class Data.

11       12.15    Headings. The descriptive heading of any section or paragraph of this Agreement is  
12 inserted for convenience of reference only and does not constitute a part of this Agreement.

13       12.16    Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement  
14 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
15 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

16       12.17    Notice. All notices, demands, or other communications between the Parties in  
17 connection with this Agreement will be in writing and deemed to have been duly given as of the  
18 third business day after mailing by United States mail, or the day sent by email or messenger,  
19 addressed as follows:

20       To Plaintiff:

21       John G. Yslas  
22       john.yslas@wilshirelawfirm.com  
23       Eugene Zinovyev  
24       eugene.zinovyev@wilshirelawfirm.com  
25       John Brown  
26       john.brown@wilshirelawfirm.com  
27       Gabriella Solé  
28       gabriella.sole@wilshirelawfirm.com  
      Lisa B. Iturriaga  
      lisa.iturriaga@wilshirelawfirm.com  
      **WILSHIRE LAW FIRM**  
      660 S. Figueroa Street, Sky Lobby  
      Los Angeles, California 90017  
      Telephone: (213) 381-9988  
      Facsimile: (213) 381-9989

To Defendant:

      Christopher C. McNatt, Jr. (SBN 174559)  
      cmcnatt@scopelitis.com  
      **SCOPELITIS, GARVIN, LIGHT, HANSON**  
      **& FEARY, LLP**  
      2 North Lake Avenue, Suite 560  
      Pasadena, California 91101  
      Tel: (626) 795-4700  
      Fax: (626) 795-4790

1 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts  
2 by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement  
3 shall be accepted as an original. All executed counterparts and each of them will be deemed to be  
4 one and the same instrument if counsel for the Parties will exchange between themselves signed  
5 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and  
6 contents of this Agreement.

7 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
9 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date  
10 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11 12.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and  
12 binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be  
13 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid.  
14 Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise  
15 might apply under federal or state law. The Parties further agree and intend that the San Joaquin  
16 County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

17 **IT IS SO AGREED.**

18 By the Parties:

19  
20 DATED: 10/14/2025

DocuSigned by:  
  
Plaintiff Joseph Alberto Rodriguez

21  
22 DATED: 9/17/25

  
Defendant Frank C. Alegre Trucking, Inc.

By: Andress Alegre  
Position: President

1 Approved by counsel:

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DATED: September 26, 2025

WILSHIRE LAW FIRM



BY: \_\_\_\_\_  
John G. Yslas  
Counsel for Plaintiff Joseph Alberto Rodriguez

DATED: *September 26, 2025*

SCOPELITIS, GARVIN, LIGHT, HANSON &  
FEARY, LLP



BY: \_\_\_\_\_  
Christopher C. McNatt, Jr.  
Counsel for Frank C. Alegre Trucking, Inc.

# **EXHIBIT "A"**

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

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*Rodriguez v. Frank C. Alegre Trucking, Inc.*

San Joaquin County Superior Court, Case Nos. STK-CV-UOE-2024-0005249 and STK-CV-UOE-2024-0008038

***The San Joaquin County Superior Court authorized this notice.  
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.  
Please read it carefully! You are not being sued.***

**You may be eligible to receive money** from employee class and representative action lawsuits (“Actions”) against Frank C. Alegre Trucking, Inc. (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, Joseph Alberto Rodriguez, and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (May 1, 2020, through the earliest of July 29, 2025, or the date of preliminary approval of this Class Action Settlement); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (May 1, 2023, through the day the Court grants preliminary approval of the Settlement.) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you \_\_\_\_\_ Workweeks during the Class Period and you worked \_\_\_\_\_ Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
<b>EXCLUDE YOURSELF</b>	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
<b>OBJECT</b>	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
<b>CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS</b>	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

## **BASIC INFORMATION**

### **1. WHY AM I RECEIVING THIS NOTICE?**

Defendant’s records indicate that you worked for Defendant Frank C. Alegre Trucking, Inc. at some point(s) between May 1, 2020, through the earliest of July 29, 2025, or the date of preliminary approval of this class action settlement and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys’ General Act (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is May 1, 2023, through the earliest of July 29, 2025, or the date of preliminary approval of this class action settlement.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the San Joaquin County Superior Court. The cases are titled *Rodriguez v. Frank Alegre Trucking, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-0005249 and STK-CV-UOE-2024-0008038. The person who sued, Joseph Alberto Rodriguez, is the Plaintiff, and the company sued, Frank C. Alegre Trucking, Inc., is the Defendant.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

## **2. WHAT IS THE LAWSUIT ABOUT?**

The Plaintiff in the lawsuits alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay miss rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## **3. WHY IS THIS A CLASS ACTION?**

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

## **4. WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

### **5. WHO IS INCLUDED IN THE SETTLEMENT?**

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all current and former hourly, non-exempt trainee drivers employed by Defendant, in State of California at any time from May 1, 2020, through the earliest of July 29, 2025, or the date of preliminary approval of this class action settlement.

### **6. ARE THERE EXCEPTIONS TO BEING INCLUDED?**

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

# THE SETTLEMENT BENEFITS—WHAT YOU GET

## 7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$220,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third (1/3) of the GSA or \$73,333.33 and reimbursement for reasonable costs, not to exceed \$25,000.00; Class Representative Service Payment of \$7,500.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$10,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, not to exceed \$9,500.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$119,666.67**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$10,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$7,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$2,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

## 8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

**Individual Class Payment**: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (May 1, 2020, through the earliest of July 29, 2025, or the date of preliminary approval of this class action settlement). Eighty (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

**Individual PAGA Payment**: If you worked for Defendant from May 1, 2023, through the day the Court grants preliminary approval of the Settlement (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

## HOW YOU GET A PAYMENT

### 9. HOW DO I CHALLENGE MY WORKWEEK AND/OR PAY PERIOD COUNT?

To dispute the number of workweeks and/or pay periods provided above, you must contact the Settlement Administrator and provide any supporting documentation. In the absence of contrary documentation, the Settlement Administrator will presume the workweek and pay period count is correct. To challenge your workweek and pay period count, you must contact the Settlement Administrator no later than [60 days after Class Notice is Mailed]. You may contact Settlement Administrator at:

Apex Class Action Administration  
Frank Alegre Trucking, Inc. Settlement

XXXXX

City, State, XXXXX

Email:

Fax:

### 10. HOW DO I RECEIVE A PAYMENT?

**You do not need to do anything to receive a payment.** However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

### 11. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on \_\_\_\_\_, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order Granting Final Approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 37 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

**Settlement checks should be cashed promptly upon receipt.** Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html).

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

**12. WHAT AM I GIVING UP TO GET A PAYMENT?**

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Defendant and each of its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns (“Released Parties”). The releases become effective once the GSA is fully funded by Defendant.

**Released Class Claims:** All Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns will waive and release all claims asserted in the Operative Class Complaint, or that could have been based on the factual allegations asserted in the Operative Class Complaint during the Class Period (collectively the “Released Class Claims”).

**Released PAGA Claims:** The claims released by Aggrieved Employees (i.e. if you worked for Defendant during the PAGA Period), including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiff’s PAGA Notice to the LWDA and the Operative PAGA Complaint, or that could have been based on the facts asserted in the PAGA Notice and the Operative PAGA Complaint against Released Parties (collectively the “Released PAGA Claims”).

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**13. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [60 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Apex Class Action Administration  
Frank Alegre Trucking, Inc. Settlement  
XXXXX  
City, State, XXXXX  
Email:  
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (May 1, 2023, through the earliest of July 29, 2025, or the date of Preliminary Approval of the Settlement.). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

#### **14. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [60 days after Class Notice is Mailed].

#### **15. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?**

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

### **THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT**

#### **16. DO I HAVE A LAWYER IN THIS CASE?**

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas  
[john.yslas@wilshirelawfirm.com](mailto:john.yslas@wilshirelawfirm.com)  
Eugene Zinovyev (SBN 267245)  
[eugene.zinovyev@wilshirelawfirm.com](mailto:eugene.zinovyev@wilshirelawfirm.com)  
John Brown (SBN 233605)  
[john.brown@wilshirelawfirm.com](mailto:john.brown@wilshirelawfirm.com)  
Lisa B. Iturriaga (SBN 339678)  
[lisa.iturriaga@wilshirelawfirm.com](mailto:lisa.iturriaga@wilshirelawfirm.com)  
Gabriella Solé (SBN 346164)  
[gabriella.sole@wilshirelawfirm.com](mailto:gabriella.sole@wilshirelawfirm.com)  
**WILSHIRE LAW FIRM**  
660 S. Figueroa Street, Sky Lobby  
Los Angeles, California 90017  
Telephone: (213) 381-9988 | Facsimile: (213) 381-9989

#### **17. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will ask the Court to approve \$73,333.33 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$25,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Joseph Alberto Rodriguez in the amount of \$7,500.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

### **OBJECTING TO THE SETTLEMENT**

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

## **18. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?**

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2025, at the following address:

Apex Class Action Administration  
*Frank Alegre Trucking, Inc. Settlement*

[REDACTED]

City, State, [REDACTED]

Email:

Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

## **19. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?**

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

## **20. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department 11B of the San Joaquin County Superior Court located at 180 E Weber Ave, Stockton, CA 95202, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

**21. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**IF YOU DO NOTHING**

**22. WHAT IF I DO NOTHING AT ALL?**

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

**GETTING MORE INFORMATION**

**23. HOW DO I GET MORE INFORMATION?**

You may contact Class Counsel at the contact information listed above in Section 16 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action Administration, by calling toll free 1-800-XXXXX, checking Apex Class Action Administration’s website at XXXXX, or you can write to the Administrator at the following address:

Apex Class Action Administration  
Frank Alegre Trucking, Inc. Settlement  
XXXXX  
City, State, XXXXX  
Email:  
Fax

You may also consult the Superior Court website by going to <https://www.sjcourts.org> and entering the Case Number for the Actions, Case No STK-CV-UOE-2024-0008038. You can also make an appointment to personally review court documents in the Clerk’s Office at the Stockton Courthouse by calling (209) 992-5714.

**PLEASE DO NOT TELEPHONE THE COURT OR FRANK ALEGRE TRUCKING, INC.’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.**