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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE**

17  
18 BRANDON FISHER and ISAAC GALDAMEZ,  
individually, and on behalf of all other similarly  
19 situated,

20 Plaintiffs,

21 vs.

22 SUPREME TRUCK BODIES OF CALIFORNIA,  
23 INC., a California Corporation; WABASH  
NATIONAL CORPORATION, a Delaware  
24 Corporation; and DOES 1 through 10, inclusive,

25 Defendants

Case No.: CVRI2200207

*[Assigned for all purposes to the Hon. Harold Hopp in Dept. 1]*

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

Action Filed: January 18, 2022

Trial Date: Not Set

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7 *NATIONAL CORPORATION*

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1 This Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (the  
2 “Settlement” or “Agreement”) is made and entered into by and between Plaintiff BRANDON  
3 FISHER and Plaintiff ISAAC GALDAMEZ (“Plaintiffs” or “Class Representatives”), individually  
4 and on behalf of all putative Class Members, and Defendant SUPREME TRUCK BODIES OF  
5 CALIFORNIA, INC. and Defendant WABASH NATIONAL CORPORATION (“Defendants”).  
6 Plaintiffs and Defendants are each a “Party” to this Agreement, and collectively the “Parties.”

7 **I. DEFINITIONS**

8 The following definitions are applicable to this Settlement, in addition to other terms defined  
9 elsewhere in this Settlement:

10 1. “Actions” means the putative class action lawsuits entitled *Fisher v. Supreme Truck*  
11 *Bodies of California, Inc.*, Riverside County Superior Court Case No. CVRI2200207, and *Galdamez,*  
12 *et al. v. Supreme Truck Bodies of California, Inc., et al.*, Riverside County Superior Court Case No.  
13 CVRI2200404.

14 2. “Above-captioned Action” means the lawsuit entitled *Fisher, et al. v. Supreme Truck*  
15 *Bodies of California, Inc., et al.*, Riverside County Superior Court Case No. CVRI2200207, filed and  
16 maintained by Plaintiffs against Defendants by operation of Plaintiffs’ Operative Complaint.

17 3. “Operative Complaint” means the Second Amended Complaint filed on June 5, 2023,  
18 in the Above-captioned Action.

19 4. “Aggrieved Employees” means all persons who are employed or who have been  
20 employed by Defendants in California as hourly non-exempt employees during the PAGA Period.

21 5. “Class” or “Settlement Class” means all persons who are employed or have been  
22 employed by Defendants in California as hourly non-exempt employees during the Class Period. The  
23 Settlement Class will not include any person who previously settled or released any of the claims  
24 covered by this Settlement, or any person who previously was paid or received awards through civil  
25 or administrative actions for the claims covered by this Settlement.

26 6. “Class Counsel” means the attorneys representing Plaintiffs and the Putative Class in  
27 the Actions, namely Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon & Yang, APC,  
28 and Brian J. Mankin and Peter J. Carlson of Lauby, Mankin & Lauby, LLP.

1           7.       “Class Counsel Fees Payment” means an amount, subject to Superior Court approval,  
2 not to exceed one third of the Maximum Settlement Amount amounting to One Million Dollars and  
3 Zero Cents (i.e., \$1,000,000.00) that is payable to Class Counsel for their reasonable attorneys’ fees  
4 incurred in connection with the Actions, including fees incurred in pre-filing investigation, filing of  
5 the Actions, and all related litigation activities, this Settlement, and all post-Settlement compliance  
6 procedures. If the Superior Court awards less than the amount requested by Class Counsel, the  
7 difference in the amount requested and the amount awarded by the Superior Court will become part  
8 of the Net Settlement Amount for distribution to Participating Class Members.

9           8.       “Class Counsel Litigation Expenses Payment” means an amount, subject to Superior  
10 Court approval, not to exceed Thirty-Five Thousand Dollars and Zero Cents (i.e., \$35,000.00) that is  
11 payable to Class Counsel from the Maximum Settlement Amount for reimbursement of the reasonable  
12 and actual litigation expenses and/or costs Class Counsel incurred in connection with the Actions,  
13 including pre-filing investigation, filing of the Actions, and all related litigation activities, this  
14 Settlement, and all post-Settlement compliance procedures. If the Superior Court awards less than the  
15 amount requested by Class Counsel, the difference in the amount requested and the amount awarded  
16 by the Superior Court will become part of the Net Settlement Amount for distribution to Participating  
17 Class Members.

18           9.       “Class Member” means an individual who is a member of the Class.

19           10.      “Class Notice” means the Notice of Proposed Settlement, Preliminary Approval, and  
20 date for Final Approval Hearing that is mailed to Class Members following Preliminary Approval in  
21 the form, without substantial modification, attached hereto as **Exhibit A**. The Class Notice to each  
22 respective Class Member shall further contain the Class Member’s (i) first and last name, (ii) last  
23 known address, (iii) total Individual Workweeks for purposes of calculating his or her Individual  
24 Class Share, (iv) estimated amount of his or her Individual Class Share, (v) total Individual  
25 Workweeks for purposes of calculating his or her Individual PAGA Share, if applicable; and (vi)  
26 estimated amount of his or her Individual PAGA Share, if applicable. The Class Notice shall also  
27 provide Class Members with instructions on how to opt-out of the Settlement, object to the Settlement,  
28 and/or dispute the number of individual Workweeks calculated.



1           11.     “Class Notice Packet” means the documents that will be mailed to Class Members  
2 following Preliminary Approval, including the Class Notice, and Exclusion Form (in the form  
3 attached hereto as **Exhibit B**), and Objection Form (in the form attached hereto as **Exhibit C**). Each  
4 document shall be translated into Spanish by the Settlement Administrator prior to mailing, such that  
5 Class Members will receive the information in both English and Spanish.

6           12.     “Class Period” means January 18, 2018 through April 24, 2023.

7           13.     “Class Representative Payment” means the enhancement award, subject to the  
8 Superior Court approval, payable to each Plaintiff in their capacity as Class Representatives, which  
9 is in addition to the shares that Plaintiffs are entitled to as Class Members, to compensate Plaintiffs  
10 for prosecuting and providing services in the Actions, for the risks Plaintiffs assumed in bringing the  
11 Actions, and for Plaintiff Fisher’s agreement to resign from his employment with Defendants.  
12 However, any resignation shall not affect or be used in any way against Plaintiff Fisher in his worker’s  
13 compensation case related to his employment with Defendants. Defendants agreed not oppose a  
14 request for a Class Representative Payment in an amount not to exceed Two Thousand Five Hundred  
15 Dollars and Zero Cents (i.e., \$2,500.00) payable to each Plaintiff.

16           14.     “Defendants” means the named Defendants in the Actions, Supreme Truck Bodies of  
17 California, Inc. and Wabash National Corporation.

18           15.     “Defense Counsel” means the attorneys representing Defendants in the Actions,  
19 namely Nathan W. Austin and Evan M. McBride of Jackson Lewis P.C.

20           16.     “Effective Date” means the earlier following occurrences: (i) if no objection is filed to  
21 the Settlement and no objector appears at the Final Approval Hearing, the date of the Superior Court’s  
22 entry of the order granting final approval; or (ii) if an objection is filed to the Settlement and/or an  
23 objector appears at the Final Approval Hearing, then the earlier of the following: (a) the expiration of  
24 all potential appeal periods without a filing of a notice of appeal of the final approval order or  
25 judgment (i.e., sixty (60) calendar days after the entry of the final approval order and judgment), (b)  
26 final affirmance of the final approval order and judgment by an appellate court as a result of any  
27 appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review,  
28 rehearing, certiorari, etc.) such that the final approval order and judgment concerning the Actions is

1 no longer subject to further judicial review.

2 17. “Employer’s Payroll Taxes” means Defendants’ share of all payroll taxes payable to  
3 any and all government agencies incurred for any payments of Individual Class Shares to Participating  
4 Class Members pursuant to this Settlement.

5 18. “Escalator Clause” refers to as follows: Defendants have represented that the putative  
6 Class worked a total of approximately 75,000 Workweeks during the period from January 18, 2018  
7 to March 15, 2023, and Plaintiffs are entering into this Agreement based on that representation. In the  
8 event that the total number of Workweeks from January 18, 2018 to March 15, 2023 exceeds 75,000,  
9 Defendants will pay the pro rata percentage increase in excess of ten percent (10%) into the Maximum  
10 Settlement Amount to include those additional Workweeks (e.g., a 12% increase in Workweeks  
11 would result in a 2% increase in the Maximum Settlement Amount).

12 19. “Final Approval” means the final order entered by the Court granting final approval  
13 of this Settlement.

14 20. “Final Approval Hearing” means the hearing to be conducted by the Superior Court to  
15 determine whether to finally approve and implement the terms of this Settlement.

16 21. “Individual Class Share” means the value of each Participating Class Member’s pro  
17 rata share of the Net Settlement Amount, as provided by this Agreement and calculated by the  
18 Settlement Administrator based on Class Member Data to be provided by Defendants. Class Members  
19 will not be asked to submit a claim form to receive an Individual Class Share.

20 22. “Individual PAGA Share” means the value of each Aggrieved Employee’s pro rata  
21 share of the portion of the PAGA Penalties Payment, as provided by this Agreement and calculated  
22 by the Settlement Administrator based on Class Member Data to be provided by Defendants. Class  
23 Members who submit a timely, valid, and complete Exclusion Form shall still receive an Individual  
24 PAGA Share, if eligible.

25 23. “Judgment” means the Final Judgment entered by the Superior Court upon entering its  
26 Final Approval order.

27 24. “LWDA Payment” means the payment to the California Labor and Workforce  
28 Development Agency (the “LWDA”) constituting seventy-five percent (75%) of the total amount

1 allocated to the PAGA Penalties Payment. Specifically, the LWDA Payment shall constitute One  
2 Hundred Fifty Thousand Dollars and Zero Cents (i.e., \$150,000.00). This amount shall be paid from  
3 the Maximum Settlement Amount.

4 25. "Maximum Settlement Amount" means the maximum amount that Defendants agree  
5 to pay of Three Million Dollars and Zero Cents (i.e., \$3,000,000.00), subject to the Escalator Clause,  
6 as consideration for full and complete settlement of the Actions. The Maximum Settlement Amount  
7 will be used to cover all payments to Participating Class Members, Class Counsel's Fees and  
8 Litigation Expenses, Settlement Administration Expenses, the PAGA Penalties Payment to the  
9 LWDA and to Aggrieved Employees, and the enhancement award to Class Representatives. None of  
10 the Maximum Settlement Amount will revert to Defendants. Defendants additionally will pay their  
11 employer's share of all payroll taxes attributable to the Individual Class Shares allocated to wages.

12 26. "Net Settlement Amount" means the Maximum Settlement Amount, less the following  
13 amounts as approved by the Superior Court: (i) the Class Representative Payment; (ii) the Class  
14 Counsel Fees Payment; (iii) the Class Counsel Litigation Expenses Payment; (iv) the Settlement  
15 Administrator Expenses Payment; and (v) the PAGA Penalties Payment. The Net Settlement Amount  
16 shall be distributed to Participating Class Members pursuant to the distribution formula agreed upon  
17 by the Parties in this Agreement.

18 27. "Non-Participating Class Member" means a Class Member who submits a complete,  
19 valid, and timely request to be excluded from the Settlement pursuant to the instructions provided in  
20 the Class Notice.

21 28. "PAGA Penalties Payment" means the allocation from the Maximum Settlement  
22 Amount for settlement of Plaintiffs' claims for civil penalties under the California Private Attorneys  
23 General Act ("PAGA"), in the amount of Two Hundred Thousand Dollars and Zero Cents (i.e.,  
24 \$200,000.00), and distributed as seventy-five percent (75%) to the LWDA (i.e., \$150,000.00) and  
25 twenty-five percent (25%) to Aggrieved Employees (i.e., \$50,000.00). The amounts to Aggrieved  
26 Employees shall be distributed as Individual PAGA Shares to each Aggrieved Employee on a pro rata  
27 basis based on the number of workweeks worked during the PAGA Period.

28 29. "PAGA Period" means January 18, 2021 through April 24, 2023.

1           30.    “PAGA Released Claims” means those claims against the Released Parties for civil  
2 penalties under PAGA being released by Plaintiffs, as described in paragraph 82 of this Agreement.  
3 The PAGA Released Claims do not release any Aggrieved Employees’ claims for wages or statutory  
4 penalties under PAGA.

5           31.    “Participating Class Member” means a Class Member who does not submit a  
6 complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions  
7 provided in the Class Notice.

8           32.    “Plaintiffs” or “Class Representatives” means the named Plaintiffs in the Actions,  
9 Brandon Fisher and Isaac Galdamez.

10          33.    “Preliminary Approval” means the Superior Court’s order granting preliminary  
11 approval of the Settlement.

12          34.    “Released Class Claims” means those claims against the Released Parties being  
13 released by Participating Class Members, as described in paragraph 81 of this Agreement.

14          35.    “Released Parties” means the named Defendants in the Actions, Supreme Truck  
15 Bodies of California, Inc. and Wabash National Corporation, together with their officers, directors,  
16 employees, and agents.

17          36.    “Response Deadline” means forty-five (45) calendar days after the date that the  
18 Settlement Administrator first mails the Class Notice Packets to Class Members via first-class U.S.  
19 Postal Mail by when Class Members must submit complete, timely, and signed requests to be  
20 excluded from the Settlement, written objections to the Settlement, and/or Workweek Disputes. The  
21 Response Deadline shall be extended by seven (7) calendar days for any Class Member whose Class  
22 Notice Packet was re-mailed. For exclusion requests, objections, or Workweek Disputes submitted to  
23 the Settlement Administrator via mail, the postmark date will be the determining factor as to whether  
24 said exclusion requests, objections, or Workweek Disputes are timely.

25          37.    “Settlement Administrator” means Phoenix Settlement Administrators who was  
26 selected and mutually agreed upon by the Parties, subject to approval and appointment by the Superior  
27 Court, to administer the Settlement on the basis of competence and low cost, with the best interests  
28 of the Settlement Class Members in mind.

1           38.     “Settlement Administrator Expenses Payment” means the payment to the Settlement  
2 Administrator for its reasonable fees and expenses in administering this Settlement in accordance  
3 with the Settlement Administrator’s flat-fee amount provided to the Parties during a competitive  
4 bidding process. The amount of the Settlement Administrator Expenses Payment shall not exceed  
5 Twenty Thousand Dollars and Zero Cents (i.e., \$20,000.00), and shall be paid from the Maximum  
6 Settlement Amount. As of the date this Agreement was fully executed, the lowest bid that the Parties  
7 received was from Phoenix Settlement Administrators who has agreed to provide settlement  
8 administration services for a flat-fee of \$14,000.00.

9           39.     “Superior Court” means the Superior Court of California for the County of Riverside.

10           40.     “Workweeks” with respect to calculating a Participating Class Member’s Individual  
11 Class Share means any week where the Class Member worked at least one (1) day for Defendants in  
12 California during the Class Period, as reflected in the Class Member Data. “Workweeks” with respect  
13 to calculating an Aggrieved Employee’s Individual PAGA Share means any week where the  
14 Aggrieved Employee worked at least one (1) day for Defendants in California during the PAGA  
15 Period, as reflected in the Class Member Data.

16     **II.     RECITALS**

17           41.     **The *Fisher Action*.** On December 30, 2021, Plaintiff Fisher, on behalf of himself and  
18 Aggrieved Employees, gave written notice to the LWDA of the Labor Code violations Defendants  
19 are alleged to have violated (the “Fisher LWDA Exhaustion Letter”). On January 18, 2022, Plaintiff  
20 Fisher commenced his civil action against Defendant Supreme Truck Bodies of California, Inc. by  
21 filing a Complaint in the Superior Court. In the Complaint, Plaintiff Fisher, on behalf of himself and  
22 all others similarly situated, alleged causes of action, as amended in his June 7, 2022 First Amended  
23 Complaint, as follows: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime  
24 Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks;  
25 (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages at  
26 Termination; (7) Failure to Provide Accurate and Itemized Wage Statements; (8) Unfair Business  
27 Practices; and (9) Civil Penalties under PAGA for the foregoing Labor Code violations. Based on  
28 these allegations, Plaintiff Fisher alleged that he and all others similarly situated are entitled to unpaid

1 wages, liquidated damages, statutory penalties, civil penalties, restitution, injunctive relief,  
2 declaratory relief, attorneys' fees, and costs of litigation, among other remedies. More than sixty-five  
3 (65) days elapsed between Fisher's LWDA Exhaustion Letter and his First Amended Complaint, and  
4 the LWDA did not indicate intention to investigate the alleged Labor Code violations. Defendant  
5 Supreme Truck Bodies of California filed a notice of related case on March 9, 2022, identifying the  
6 *Galdamez* Action.

7           42.     **The *Galdamez* Action.** On January 28, 2022, Plaintiff Galdamez, on behalf of himself  
8 and Aggrieved Employees, gave written notice to the LWDA of the Labor Code violations Defendants  
9 are alleged to have violated (the "*Galdamez* LWDA Exhaustion Letter"). On January 28, 2022,  
10 Plaintiff Galdamez commenced his civil action against Defendants Supreme Truck Bodies of  
11 California, Inc. and Wabash National Corporation by filing a Complaint in the Superior Court. In the  
12 Complaint, Plaintiff Galdamez, on behalf of himself and all others similarly situated, alleged causes  
13 of action, as amended in his May 27, 2022 First Amended Complaint, as follows: (1) Failure to Pay  
14 Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure  
15 to Provide Rest Breaks; (5) Failure to Pay Vested Vacation; (6) Failure to Timely Pay Final Wages;  
16 (7) Failure to Provide Accurate and Itemized Wage Statements; (8) Unfair and Unlawful Competition;  
17 and (9)–(16) Civil Penalties under PAGA for the foregoing Labor Code violations. Based on these  
18 allegations, Plaintiff Galdamez alleged that he and all others similarly situated are entitled to unpaid  
19 wages, liquidated damages, statutory penalties, civil penalties, restitution, injunctive relief,  
20 declaratory relief, attorneys' fees, and costs of litigation, among other remedies. More than sixty-five  
21 (65) days elapsed between the *Galdamez* LWDA Exhaustion Letter and his First Amended  
22 Complaint, and the LWDA did not indicate intention to investigate the alleged Labor Code violations.  
23 Defendant Supreme Truck Bodies of California filed a notice of related case on March 9, 2022,  
24 identifying the *Fisher* Action as a related case.

25           43.     **Second Amended Complaint.** As part of this Settlement, the Parties agreed to  
26 consolidate the *Fisher* and *Galdamez* Actions for the purposes of obtaining the Superior Court's  
27 approval of the Settlement. A joint stipulation to file a Second Amended Complaint consolidating the  
28

1 *Fisher* and *Galdamez* Actions for settlement purposes was filed on June 1, 2023, and was granted on  
2 June 5, 2023.

3 44. Defendants deny and continue to deny all of Plaintiffs' material allegations.  
4 Specifically, Defendants contend they (1) provided the Class with all meal periods according to law;  
5 (2) authorized and permitted the Class all rest periods according to law; (3) did not fail to pay the  
6 Class minimum wages; (4) did not require or permit the Class to work off the clock; (5) paid the Class  
7 overtime compensation to which they were entitled; (6) did not require the Class to incur any  
8 business-related expenses without reimbursement; (7) provided the Class with accurate itemized  
9 wage statements, consistent with Labor Code Section 226, and that Plaintiffs otherwise suffered no  
10 actual damage or harm as a result of any inaccurate itemized wage statements; (8) did not fail to  
11 timely pay the Class wages due and owing upon Class Members' separation from employment or  
12 during Class Members' employment; (9) did not fail to pay vacation and/or personal time hours  
13 accrued but unused upon Class Members' separation from employment; (10) did not violate the  
14 California Business and Professions Code sections 17200, *et seq.*; (11) do not owe waiting time  
15 penalties as any failure to pay all final wages was not willful; (12) are not liable to Aggrieved  
16 Employees for civil penalties pursuant to PAGA; (13) are not liable for damages, including unpaid  
17 wages, liquidated damages, statutory penalties, civil penalties, attorneys' fees, or costs of litigation to  
18 the Class; and (14) Plaintiffs' claims are not proper for class treatment.

19 45. On January 9, 2022, the Parties participated in a full day of mediation before an  
20 experienced employment and class action mediator, Steve Rottman, Esq., which resulted in a  
21 settlement of the Actions (the "Mediation").

22 46. In connection with the Actions, and in order to work toward a mediated resolution  
23 without the time and expense of formal discovery, Defendants produced voluminous documents and  
24 data (including written policies and policies regarding Defendants' employment of Class Members  
25 as well as sample time and payroll data for the Class), which Class Counsel reviewed, investigated,  
26 and analyzed and, with the assistance of a statistics expert, prepared a damage analysis prior to the  
27 mediation. Additionally, Class Counsel also investigated the applicable law regarding the claims and  
28 defenses asserted in the Actions. Accordingly, Class Counsel were able to evaluate the probability of

1 class certification, success on the merits, and Defendants’ maximum monetary exposure for all  
2 claims. Based on their own thorough, independent investigation and evaluation of this case, Class  
3 Counsel are of the opinion that the Settlement of these Actions with Defendants on the terms set forth  
4 in this Settlement is fair, reasonable, adequate, and in the best interest of the Class in light of all  
5 known facts and circumstances, including the risk of significant costs and delay, the risk of non-  
6 certification of the Class, and the defenses asserted by Defendants, including the risks of adverse  
7 determinations on the merits and potential appellate issues.

8           47.     Although Defendants contend that they have no liability in the Actions, Defendants  
9 and Defense Counsel share Class Counsel’s belief that the Settlement represents a fair, reasonable,  
10 and adequate settlement given the respective risks associated with the case. Defendants agree to  
11 stipulate to class certification solely for purposes of this Settlement.

12           48.     To effectuate the terms of the Settlement, the Parties agree that all formal and informal  
13 discovery and other proceedings shall be stayed pending Superior Court approval of the Settlement.  
14 The Parties also agree to request that all current court deadlines be continued pending Preliminary  
15 Approval. Class Counsel further agree not to initiate communication (oral and written) with the  
16 Released Parties’ current employees, except as necessary to effectuate approval of the Settlement.

17           49.     This Settlement is intended to fully, finally, and forever compromise, release, resolve,  
18 discharge, and settle the released claims subject to the terms and conditions set forth in this  
19 Settlement.

20           50.     As of the date that each Party executes this Agreement, the Parties and their respective  
21 counsel represent that they are not aware of any other action in this Superior Court or in any other  
22 jurisdiction that asserts claims similar to those asserted in these Actions on behalf of a class or group  
23 of individuals some or all of whom would also be members of the Settlement Class defined in this  
24 Agreement.

25           51.     Based on the foregoing Recitals, the Parties agree to the terms as set forth below in  
26 this Agreement.



1 **III. PROCEDURE FOR APPROVING SETTLEMENT**

2 52. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiffs  
3 will move the Superior Court for an order granting preliminary approval of the Settlement, setting a  
4 date for the Final Approval Hearing, and approving the Class Notice Packet (the “Motion for  
5 Preliminary Approval”). The Motion for Preliminary Approval shall comply with the requirements  
6 of the Superior Court’s March 23, 2022 Case Management Order. Plaintiffs and/or Class Counsel will  
7 submit the Motion for Preliminary Approval with a notice of motion, a memorandum in support of  
8 motion, Class Counsel declarations in support of motion, declarations by the Class Representatives  
9 in support of motion, a declaration from Defendants regarding the class members’ likely ability to  
10 read and comprehend English and/or Spanish, a declaration from Defense Counsel regarding any  
11 related actions or actions that would be affected by this Settlement, a declaration by the proposed  
12 Settlement Administrator regarding qualifications and costs, and a proposed order granting  
13 preliminary approval that satisfies the requirements of section G(4) of the Superior Court’s March  
14 23, 2022 Case Management Order. Any unresolved disagreement among the Parties concerning the  
15 Class Notice or other documents necessary to implement the Settlement will be referred first to Steve  
16 Rottman, Esq., and if no resolution is reached, then to the Superior Court. In all respects, the Parties  
17 agree to comply with the Superior Court’s March 23, 2022 Case Management Order in securing  
18 Preliminary Approval.

19 53. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that they  
20 will jointly appear, by and through their respective counsel, to support the granting of the Motion for  
21 Preliminary Approval and obtain an order granting Preliminary Approval, granting approval of the  
22 Class Notice, and setting a date for the Final Approval Hearing.

23 54. Should the Superior Court require any amendments to this Agreement or further  
24 briefing in support of the Motion for Preliminary Approval, the Parties agree to work jointly, and in  
25 good faith, to resolve any issues in order to secure the Superior Court’s Preliminary Approval.

26 55. Should the Superior Court decline to preliminarily approve any material aspects of the  
27 Settlement in conformity with the Superior Court’s March 23, 2022 Case Management Order, without  
28 the possibility for addressing the Superior Court’s concerns or amending the Settlement to conform

1 with the Superior Court's requirements for granting preliminary approval, the Settlement will be null  
2 and void and the Parties will have no further obligations under it. In such event, the Parties shall be  
3 returned to their respective positions as of the date and time immediately prior to the execution of this  
4 Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed.  
5 In such event, Defendants will have thirty (30) calendar days from the date of the Superior Court's  
6 order denying preliminary approval to file an answer to the SAC.

7           **56. Class Notice Packet and Settlement Administrator Duties.** After the Superior Court  
8 grants Preliminary Approval, every Class Member will be provided with the Class Notice Packet  
9 (which will include the Class Notice completed to reflect the order granting Preliminary Approval of  
10 the Settlement and the Class Member's information) as follows:

11           (a) Within fourteen (14) calendar days after Preliminary Approval, Defendants  
12 will provide the Settlement Administrator, in an electronic format, with Class Members' names, last-  
13 known addresses, last-known telephone numbers, Social Security numbers, and Workweek data (the  
14 "Class Member Data") and any other information required by the Settlement Administrator in order  
15 to effectuate the terms of the Settlement.

16           (b) Class Member Data will otherwise remain confidential and will not be  
17 disclosed to anyone, except as required to applicable taxing authorities, as required to carry out the  
18 reasonable efforts to identify Class Member information as described herein, pursuant to Defendants'  
19 express written authorization, or by order of the Superior Court. The Settlement Administrator shall  
20 take reasonable steps to protect the confidential and private information of Class Members. The  
21 Parties agree Class Members' contact information and Social Security numbers will be used only by  
22 the Settlement Administrator for the sole purpose of effectuating the Settlement, and will not be  
23 provided to Class Counsel at any time or in any form. To the extent Class Counsel possesses or comes  
24 to possess Class Members' contact information and/or Social Security numbers, Class Counsel shall  
25 return all such information (including copies, data, or information derived therefrom) within seven  
26 (7) calendar days from Final Approval, shall not retain copies of such information, and shall not  
27 maintain or use such information for any purpose.

28           (c) Upon receipt of the Class Member Data the Settlement Administrator will

1 promptly conduct a national change of address (“NCOA”) search and an in-depth skip trace for the  
2 most current address of each Class Member, and will update such addresses as necessary prior to the  
3 mailing of the Class Notice Packet.

4 (d) Within thirty (30) calendar days after Preliminary Approval, the Settlement  
5 Administrator will mail the Class Notice Packet to all Class Members via first-class U.S. Postal  
6 Service (“USPS”) mail using the mailing address information provided by Defendants, unless such  
7 employees’ addresses were updated by the Settlement Administrator in the course of the NCOA  
8 search and in-depth skip tracing.

9 (e) If a Class Notice Packet is returned by the USPS because of an incorrect  
10 address, the Settlement Administrator will promptly, and not later than three (3) business days from  
11 receipt of the returned Class Notice Packet, search for a more current address for the Class Member  
12 whose Class Notice Packet was returned and re-mail the Class Notice packet to said Class Member.  
13 The Settlement Administrator will use the Class Member Data and otherwise work with Defense  
14 Counsel or utilize its own resources, such as skip tracing, to find a more current address. The  
15 Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-  
16 upon job parameters, court orders, and flat-fee submitted to the Parties, to trace the mailing address  
17 of any Class Member for whom a Class Notice Packet is returned by the USPS. These reasonable  
18 steps shall include the tracking of all undelivered mail; performing address searches for all mail  
19 returned without a forwarding address; and promptly re-mailing to Class Members for whom new  
20 addresses are found. Any such Class Members who failed to receive a Class Notice Packet, or who  
21 were subject to a re-mailing of the Class Notice as described herein shall be given an additional seven  
22 (7) days to respond to the Settlement.

23 (f) The Settlement Administrator will inform Class Counsel and Defense Counsel  
24 of the number of returned Class Notice Packets it receives and Class Notice Packets re-mailed in a  
25 weekly status report.

26 **57. Participating Class Members; Requests for Exclusion from Class Settlement; and**  
27 **Objections to Settlement.** Class Members may submit requests to be excluded from the Settlement  
28 or objections to the Settlement, pursuant to the following procedures:

1 (a) **Participating Class Members.** Each Class Member shall be deemed to be a  
2 Participating Class Member unless they submit a complete, timely, and valid request to be excluded  
3 from the effect of the Settlement as provided below. All Participating Class Members shall be bound  
4 by the provisions and releases contained in this Settlement.

5 (b) **Exclusion Requests from Settlement.** Class Members who wish to exclude  
6 themselves from the Settlement (i.e., opt out of the Settlement) must submit a request to be excluded  
7 using the Exclusion Form attached hereto as **Exhibit B** to the Settlement Administrator postmarked  
8 no later than the Response Deadline. Exclusion requests must be timely mailed or delivered to the  
9 Settlement Administrator via USPS, Fax, or E-mail. Class Members must complete, sign, date, and  
10 timely return the Exclusion Form to the Settlement Administrator to exclude themselves from the  
11 Settlement, setting forth information necessary to identify the person as a Class Member. A Class  
12 Member who does not complete and submit a valid and timely Exclusion Form in the manner and by  
13 the Response Deadline specified above will remain a Participating Class Member and, if the Superior  
14 Court approves the Settlement, will be bound by all terms and conditions of the Settlement and by  
15 the Superior Court Judgment. A Class Member who timely submits a valid Exclusion Form will not  
16 participate in, or be bound by, the Settlement or the Judgment, will not receive any payment pursuant  
17 to the Settlement, and will not have any right to object, appeal, or comment thereon. However,  
18 Aggrieved Employees cannot seek to exclude themselves from the PAGA portion of the Settlement.  
19 If the Non-Participating Class Member is an Aggrieved Employee, he or she will still receive a  
20 payment from the portion of the PAGA Penalties Payment to Aggrieved Employees. Non-  
21 Participating Class Members will not be permitted to file objections to the Settlement and/or appear  
22 at the Final Approval Hearing to voice any objections to the Settlement.

23 (c) **Objections to Settlement.** Any Class Member who does not request exclusion  
24 from the Settlement may elect to serve on the Settlement Administrator not later than the Response  
25 Deadline by submitting a written objection using the Objection Form attached hereto as **Exhibit C**.  
26 The written objection to the Settlement shall set forth the grounds for the objection and the other  
27 information required herein and on the Objection Form. The written objection must be signed by the  
28 objecting Class Member and provide the minimum information necessary to: (i) identify the objector

1 as a person entitled to object to the Settlement, such as the objector's full name, (ii) describe the  
2 nature of and basis for the objection, and (iii) contact the objector to clarify any uncertainties. The  
3 objection may include any legal support for such objection and copies, if any, of any papers, briefs,  
4 or other documents on which the objection is based. A Class Member who does not serve a written  
5 objection in the manner and by the Response Deadline may appear at the Final Approval Hearing to  
6 verbally state their objection to the Settlement. If a Class Member fails to submit a written objection  
7 by the Response Deadline or make an oral objection at the Final Approval Hearing, the Class Member  
8 will be deemed to have waived all objections and will be foreclosed from making any objections—  
9 whether by appeal or otherwise—to the Settlement. However, Class Members cannot object to the  
10 PAGA portion of the Settlement.

11 (d) Class Members cannot submit both an Exclusion Form and an Objection Form.  
12 If a Class Member submits both an Exclusion Form and an Objection Form, the Settlement  
13 Administrator shall attempt to contact and determine whether the Class Member would like to  
14 withdraw either the Exclusion Form, the Objection Form, or both. If the Class Member does not  
15 withdraw the exclusion request or if the Settlement Administrator cannot successfully contact the  
16 Class Member who submitted both an Exclusion Form and an Objection Form, then the exclusion  
17 request shall be deemed effective, and it shall be presumed that the Class Member does not wish to  
18 participate in the Settlement.

19 (e) If the Superior Court rejects objections made by any Class Members, or if the  
20 Superior Court approves the Settlement despite any objections or exclusion requests, the Class  
21 Members who objected will be deemed to be Participating Class Members and will be bound by the  
22 terms of this Settlement.

23 58. **Report.** Not later than seven (7) calendar days after the Response Deadline, the  
24 Settlement Administrator will provide Defense Counsel and Class Counsel with a complete and  
25 accurate list of names for all Class Members who objected to or requested exclusion from the  
26 Settlement. The foregoing report shall also be accompanied by an itemized calculation of the  
27 Individual Class Shares for each Participating Class Member and Individual PAGA Shares for each  
28 Aggrieved Employee, with employees' identifying information redacted. The Settlement

1 Administrator shall update the report and calculations if it receives any valid and timely objections or  
2 exclusion requests from Class Members whose Response Deadline was extended due to their Class  
3 Notice Packet being remailed.

4         **59. Declaration.** Per the Superior Court’s March 23, 2022 Case Management Order, the  
5 Settlement Administrator shall provide counsel for the respective Parties with a declaration  
6 authenticating any and all objections received, including copies of the Objection Forms, within  
7 twenty-one (21) days after the Response Deadline and no later than seven (7) calendar days when the  
8 Motion for Final Approval is due. The declaration shall also authenticate any and all exclusion  
9 requests received, including copies of the Exclusion Forms received. The declaration shall also attest  
10 to the Settlement Administrator’s due diligence regarding Class Notice Packets and setting forth its  
11 compliance with all other obligations under the Settlement. Class Counsel shall submit this  
12 declaration to the Superior Court as part of the Motion for Final Approval. Prior to the Final Approval  
13 Hearing, the Settlement Administrator will supplement its declaration if any material changes occur  
14 from the date of the filing of its prior declaration.

15         **60. Resolution of Workweek Disputes.** If a Class Member and/or Aggrieved Employee  
16 disputes the number of his or her Individual Workweeks stated in their Class Notice, the Class  
17 Member and/or Aggrieved Employee must, within the Response Deadline, ask the Settlement  
18 Administrator to resolve the matter by submitting a statement of the number of Individual Workweeks  
19 that he or she contends were worked and include any documentation the Class Member and/or  
20 Aggrieved Employee has to support his or her contention (the “Workweek Dispute”). The Settlement  
21 Administrator shall notify Defense Counsel of the Workweek Dispute and provide them with a copy  
22 of the Class Notice and any documentation received in support of the dispute within three (3) business  
23 days of receipt thereof. Defendants shall promptly review their payroll and personnel records to verify  
24 the correct number of Workweeks. Defendants’ records will have a rebuttable presumption of  
25 accuracy. Settlement Administrator will, within three (3) business days of Defendants’ verification,  
26 make a determination of the Class Member’s and/or Aggrieved Employee’s number of Individual  
27 Workweeks. The Settlement Administrator’s determination will be final, binding on the Parties and  
28 on the Class Member and/or Aggrieved Employees, and not appealable.

1           61.     **No Solicitation of Objection.** Neither the Parties, nor their respective counsel, will  
2 directly or indirectly solicit or otherwise encourage any Class Member to exclude him or herself from  
3 the Settlement, object to the Settlement, and/or appeal from the Judgment.

4           62.     **Defendants’ Right to Void.** If five percent (5%) or more of the Class Members submit  
5 a complete, valid, and timely request to be excluded from the Settlement and are deemed to be Non-  
6 Participating Class Members, then Defendants shall have the unilateral right, but shall not be required,  
7 to terminate this Settlement. If Defendants elect to terminate the Settlement, Defendants shall do so  
8 by giving notice to Class Counsel of any such decision no later than fourteen (14) calendar days  
9 following the Response Deadline. Notwithstanding any other provisions in this Settlement, no sums  
10 shall be payable by Defendants in the event that this Settlement is voided as provided for herein,  
11 except that Defendants agree to pay all settlement administration costs incurred through such date  
12 and shall be responsible for any costs of administration incurred up to that point.

13           63.     **Additional Briefing and Final Approval.**

14           (a)     Not later than sixteen (16) court days before the Final Approval Hearing,  
15 Plaintiffs and Class Counsel will prepare and file with the Superior Court a Motion for Final Approval  
16 of the Settlement, including approval of the payments provided for under the Settlement (including  
17 the Settlement Administration Expenses Payment, the Class Representative Payment, Class Counsel  
18 Fees Payment, the Class Counsel Litigation Expenses Payment, and the PAGA Penalties Payment),  
19 a memorandum in support of motion, Class Counsel declarations in support of motion, declarations  
20 by the Class Representatives in support of motion, the Settlement Administrator’s due diligence  
21 declaration, and a proposed Final Order and Judgment (combined, if preferred by counsel) granting  
22 final approval of the Settlement (the “Motion for Final Approval”). In all respects, the Parties agree  
23 to comply with the Superior Court’s March 23, 2022 Case Management Order in securing Final  
24 Approval, including requirements for the proposed Judgment specified under sections H(8) through  
25 H(17) therein.

26           (b)     Not later than five (5) court days before the Final Approval Hearing, the Parties  
27 shall be entitled to file and serve a response to any Class Member objection to the Settlement and/or  
28 reply in support of the Motion for Final Approval, to the extent that any opposition to said motion is

1 filed.

2 (c) If the Superior Court ultimately does not grant final approval of the Settlement  
3 or grants final approval conditioned on any material change to the Settlement that is not agreed to by  
4 one or more of the Parties, then any Party will have the right to void the Settlement. If the Settlement  
5 is voided in this manner, the Parties will have no further obligations under the Settlement, including  
6 any obligation by Defendant to pay any amounts that otherwise would have been payable under this  
7 Settlement, except that the voiding Party will pay the Settlement Administrator's reasonable fees and  
8 expenses incurred as of the date that the Party exercises the right to void the Settlement. However, an  
9 award by the Superior Court of a lesser amount than that sought for the Class Representative Payment,  
10 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and/or Settlement  
11 Administration Expenses Payment, will not constitute a material change to the Settlement within the  
12 meaning of this paragraph. Should the Superior Court require any amendments to this Agreement or  
13 further briefing in support of the Motion for Final Approval, the Parties agree to work jointly, and in  
14 good faith, to resolve any issues in order to secure the Superior Court's Final Approval.

15 (d) After entry of the Judgment, the Superior Court will have continuing  
16 jurisdiction over the Actions and the Settlement solely for purposes of (i) enforcing this Settlement,  
17 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as  
18 may be appropriate under court rules or applicable law.

19 64. Notice of the Final Judgment will be posted on the Settlement Administrator's website  
20 from seven (7) calendar days after entry of Judgment to thirty (30) days after the one hundred and  
21 eighty (180) check-cashing deadline.

22 65. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms  
23 and conditions of this Settlement, Plaintiffs, Participating Class Members, Defendants, and their  
24 respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights  
25 to any post-Judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a  
26 motion for new trial, a motion under Code of Civil Procedure section 473, and any extraordinary writ,  
27 and the Judgment therefore will become non-appealable by them at the time it is entered. The waiver  
28 of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or



1 post-Judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of  
2 the Settlement (including funding and making payments under the Settlement) will be suspended until  
3 such time as the appeal is finally resolved and the Judgment, consistent with the terms of this  
4 Settlement, becomes Final.

5 **66. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.**

6 If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion,  
7 petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such  
8 that there is a material modification to the Settlement, and that appellate court's decision is not  
9 completely reversed and the Judgment is not fully affirmed on review by a higher court, then any  
10 Party to this Agreement will have the right to void the Settlement, which the Party must do by giving  
11 written notice to the other Parties to this Agreement, the reviewing court, and the Superior Court, no  
12 later than fourteen (14) calendar days after the reviewing court's decision vacating, reversing, or  
13 materially modifying the Judgment becomes final. However, a vacation, reversal, or modification of  
14 the Superior Court's award of the Class Representative Payment, the Class Counsel Fees Payment,  
15 the Class Counsel Litigation Expenses Payment, and/or the Settlement Administration Expenses  
16 Payment will not constitute a vacation, reversal, or material modification of the Judgment within the  
17 meaning of this paragraph.

18 **67. Establishment of Qualified Settlement Fund and Funding.** Within seven (7)  
19 calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an  
20 accounting of all anticipated payments from the Maximum Settlement Amount as specified in this  
21 Settlement Agreement and approved by the Court, including, but not limited to: (a) the Class  
22 Representative Payment to each Plaintiff; (b) the Class Counsel Fees Payment; (c) the Class Counsel  
23 Litigation Expenses Pay; (d) Settlement Administration Expenses Payment; (e) the PAGA Penalties  
24 Payment; (f) payment of Individual Class Shares to Participating Class Members and related taxes  
25 thereon; (g) payment of Individual PAGA Shares to Aggrieved Employees; and (h) the amount  
26 Defendants owe as their employer's share of payroll taxes on the wage portion of payments to  
27 Participating Class Members. The Settlement Administrator shall establish a Qualified Settlement  
28 Fund ("QSF") within ten (10) calendar days of the Effective Date and shall notify the Parties when

1 the QSF has been established. Within twenty-one (21) days of the Effective Date, Defendants shall  
2 deposit the full funds owing under this Settlement, including the employer's share of payroll taxes,  
3 into the QSF.

4       **68. Payment of Individual Class Shares and PAGA Shares.** The Settlement  
5 Administrator shall pay to each Participating Class Member his or her Individual Class Share and to  
6 each Aggrieved Employee his or her Individual PAGA Share from the Net Settlement Account. The  
7 Settlement Administrator shall pay each Share by sending a check in the appropriate amount, after  
8 withholdings, to the Participating Class Member and/or Aggrieved Employee at the updated address  
9 identified after performing an NCOA check and in-depth skip tracing, or otherwise at the address  
10 indicated in the Class Member Data. Such payment shall be sent by the Settlement Administrator via  
11 first class mail within fourteen (14) calendar days of Defendants fully fund the Maximum Settlement  
12 Account. The Settlement Administrator shall mail a reminder postcard to any Class Member whose  
13 Individual Class Share and/or Individual PAGA Share has not been negotiated within sixty (60)  
14 calendar days after the date of mailing. If (i) any Class Members are current employees of the  
15 Defendants, (ii) the distribution mailed to those employees is returned to the Settlement Administrator  
16 as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing  
17 address, then the Settlement Administrator shall arrange with Defendants to have those distributions  
18 delivered to the Class Member at their place of employment.

19       **69. Uncashed Individual Class and PAGA Shares.** Any checks issued to Participating  
20 Class Members and/or Aggrieved Employees shall be negotiable for one hundred and eighty (180)  
21 calendar days from the date of their issuance, and shall prominently identify the date the check is  
22 void. A Participating Class Member and/or Aggrieved Employee must cash his or her check within  
23 one hundred and eighty (180) calendar days after it is mailed to him or her (the "180-day void date").  
24 If a check remains uncashed after the 180-day void date, or if a check is returned to the Settlement  
25 Administrator as undeliverable during the 180-day void date period, the Settlement Administrator  
26 shall take all reasonable efforts to identify the Participating Class Member's and/or Aggrieved  
27 Employee's updated address, including, but not limited to, the performance of skip tracing. If an  
28 updated address is identified, the Settlement Administrator shall issue another check to the

1 Participating Class Member and/or Aggrieved Employee and mail it to the Participating Class  
2 Member and/or Aggrieved Employee at his or her updated address. The Settlement Administrator  
3 will keep an accounting of any checks that remain uncashed after the 180-day void date and shall give  
4 notice to the Parties of the total balance of uncashed Individual Class Shares and/or Individual PAGA  
5 Shares. A Participating Class Member and/or Aggrieved Employee who fails to negotiate or receive  
6 their check despite the procedures described above shall nevertheless remain bound by the Settlement  
7 and the releases contained herein.

8           **70. No Unpaid Residue.** The funds represented by Individual Class Share and/or  
9 Individual PAGA Share checks remaining uncashed for more than one hundred and eighty (180)  
10 calendar days after issuance shall be voided and then shall be transmitted by the Settlement  
11 Administrator to the California State Controller’s Office for Unclaimed Property to be held pursuant  
12 to the Unclaimed Property Law, California Civil Code sections 1500, *et seq.*, in the names of those  
13 Participating Class Members and/or Aggrieved Employees who did not cash their checks prior to the  
14 void date until such time they claim their property. The Parties agree that this disposition results in  
15 no “unpaid residue” under California Civil Procedure Code section 384, as the entire Net Settlement  
16 Amount will be paid out to Participating Class Members and/or Aggrieved Employees, whether or  
17 not they all cash their settlement checks.

18           **71. Final Report and Declaration by Settlement Administrator to Superior Court.**  
19 Within ten (10) business days after final disbursement of all funds from the Maximum Settlement  
20 Account, the Settlement Administrator will serve on the Parties’ counsel a declaration providing a  
21 summary report on the Settlement Administration which Class Counsel shall file with the Superior  
22 Court. The declaration shall contain the following information:

23           (a) The Settlement Administrator shall describe (i) the date the checks were  
24 mailed, (ii) the total number of checks mailed to Class Members, (iii) the average amount of those  
25 checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks,  
26 (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of  
27 those unclaimed funds.

28           (b) The Settlement Administrator shall further describe both (i) the

1 Administrator’s distribution of the Class Notice, Objection Form, Exclusion Form, and any claim  
2 form (no claim form is required under this Settlement), and (ii) the results thereof. The declaration  
3 shall clearly distinguish between valid forms and any forms that are untimely, incomplete, or  
4 otherwise invalid.

5 (c) The Settlement Administrator shall attach and authenticate (i) a copy of the  
6 final version of the Class Notice and of all forms enclosed with it, including the Objection Form,  
7 Exclusion Form, and any claim form (no claim form is required under this Settlement), (ii) a copy of  
8 every Objection Form received, and (iii) a copy of every Exclusion Form received. If the reasons  
9 stated on any Objection Form are in a language other than English, the Settlement Administrator shall  
10 include a translation into English.

11 (d) The Settlement Administrator shall describe (i) the services performed by the  
12 Settlement Administrator to the date of the declaration, (ii) the time and expenses incurred to perform  
13 those services, and (iii) either the fee charged for those services or the agreed-upon flat fee.

14 (e) The Settlement Administrator shall describe (i) the services performed by the  
15 Settlement Administrator after the date of the declaration, (ii) the estimated time and expenses needed  
16 to perform those services, and (iii) either the estimated fee for those services or the agreed-upon flat  
17 fee.

18 (f) The Settlement Administrator shall also estimate the amount of Defendants’  
19 Employer’s Payroll Taxes.

20 **IV. SETTLEMENT TERMS AND CONDITIONS**

21 72. **Conditional Certification for Settlement Purposes.** Solely for the purposes of  
22 effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the  
23 conditional certification of the following Settlement Class: “all persons who are employed or have  
24 been employed by Defendants in California as hourly non-exempt employees during the Class  
25 Period” (the “Settlement Class”). The Parties agree that if for any reason the Settlement is not  
26 preliminarily and/or finally approved, the conditional certification of the Settlement Class will be of  
27 no force or effect, does not constitute an admission by Defendants that class certification is proper,  
28

1 and will not be deemed admissible in this or any other proceeding, and that the Parties will litigate  
2 the issue of class certification.

3         **73. Settlement Shares.** Subject to the terms and conditions of this Settlement, the  
4 Settlement Administrator will calculate the estimated Individual Class Shares for each Class Member  
5 within ten (10) calendar days after Defendants provide the Settlement Administrator with the Class  
6 Member Data. The Individual Class Share for each Class Member will be calculated as follows,  
7 understanding that the formulas below do not constitute an admission by either Party and are intended  
8 only to provide a practical means to simplify and administer the claims process:

9                 **(a) Number of Class Members and Workweeks.** Defendants shall determine the  
10 total number of Class Members in the Settlement Class and the aggregate number of Workweeks for  
11 those Class Members who worked during the Class Period. This information shall be provided to the  
12 Settlement Administrator along with the Class Member Data, as described above.

13                 **(b) Calculation of the Class Workweek Value.** The Settlement Administrator  
14 shall determine the value of a Workweek (the “Class Workweek Value”) by taking the Net Settlement  
15 Amount and dividing it by the sum of all Class Members’ aggregate Workweeks. The Workweeks of  
16 Non-Participating Class Members will not be included in the aggregate Workweeks.

17                 **(c) Calculation of Individual Class Shares.** The Settlement Administrator shall  
18 determine the value of each Participating Class Member’s Individual Class Share, which shall be  
19 equal to the Class Workweek Value multiplied by each Participating Class Member’s individual  
20 Workweeks. Upon calculation of the Participating Class Members’ Individual Class Shares, the  
21 Settlement Administrator shall furnish to Class Counsel and Defense Counsel a report containing a  
22 list of Class Members, with employees’ identifying information redacted, with their corresponding  
23 individual Workweeks and Individual Class Shares.

24         **74. Individual PAGA Shares.** Subject to the terms and conditions of this Settlement, the  
25 Settlement Administrator will calculate the Individual PAGA Shares for each Aggrieved Employee  
26 within ten (10) calendar days after Defendants provide the Settlement Administrator with the Class  
27 Member Data. The Individual PAGA Share for each Aggrieved Employee will be calculated as  
28

1 follows, understanding that the formulas below do not constitute an admission by either Party and are  
2 intended only to provide a practical means to simplify and administer the claims process:

3 (a) **Number of Aggrieved Employees and Workweeks.** Defendants shall  
4 determine the total number of Aggrieved Employees and the aggregate number of Workweeks for  
5 those Aggrieved Employees who worked during the PAGA Period. This information shall be  
6 provided to the Settlement Administrator along with the Class Member Data, as described above.

7 (b) **Calculation of the PAGA Workweek Value.** The Settlement Administrator  
8 shall determine the value of a Workweek (the “PAGA Workweek Value”) by taking the amount of  
9 the PAGA Penalties Payment allocated to Aggrieved Employees (i.e., \$50,000.00) and dividing it by  
10 the sum of all Aggrieved Employees’ aggregate Workweeks.

11 (c) **Calculation of Individual PAGA Shares.** The Settlement Administrator shall  
12 determine the value of each Aggrieved Employee’s Individual Class Share, which shall be equal to  
13 the PAGA Workweek Value multiplied by each Aggrieved Employees’ individual Workweeks. Upon  
14 calculation of the Aggrieved Employees’ Individual PAGA Shares, the Settlement Administrator  
15 shall furnish to Class Counsel and Defense Counsel a report containing a list of Aggrieved  
16 Employees, with employees’ identifying information redacted, with their corresponding individual  
17 Workweeks and Individual PAGA Shares.

18 75. **Taxes and Withholdings on Individual Class Shares.** Each Individual Class Share  
19 is intended to settle Class Members’ claims for unpaid wages and penalties. Accordingly, one-third  
20 (1/3 or 33.33%) of each Individual Class Share shall represent unpaid wages, and two-thirds (2/3 or  
21 66.67%) of each Individual Class Share shall represent interest and penalties. The portion of the  
22 Individual Class Share representing unpaid wages shall be paid to each Participating Class Member  
23 subject to any applicable employee-side tax withholdings and deductions, and the Settlement  
24 Administrator shall issue an IRS Form W-2 to each Participating Class Member for that amount. The  
25 portion of the Individual Class Share representing penalties shall be paid to the Participating Class  
26 Member in full without deductions or withholdings, and the Settlement Administrator shall issue an  
27 IRS Form 1099-MISC to each Participating Class Member for that amount.

28 (a) **Employer’s Payroll Taxes.** Defendants shall be responsible for payment of

1 the Employer's Payroll Taxes, as calculated by the Settlement Administrator, that are attributable to  
2 the Individual Class Share payments constituting wages. The Employer's Payroll Tax shall not be  
3 deducted from the Maximum Settlement Amount and shall not be included in any payments of  
4 Individual Class Shares.

5 (b) **Class Members' Tax Obligations.** Each Participating Class Member shall be  
6 individually responsible for their own share of applicable income tax withholdings and deductions  
7 from the Individual Class Share attributable to the portion of the settlement for which an IRS Form  
8 1099-MISC will be issued. The Parties agree and understand that the Parties and their respective  
9 counsel have not made any representations regarding the tax obligations or consequences, if any,  
10 related to this Settlement. The Parties agree that each Participating Class Member is solely responsible  
11 for determining the tax consequences of payments made pursuant to this Settlement and for paying  
12 taxes, if any, which are determined to be owed by each of them on such payments (including penalties  
13 and interest related thereto) by any taxing authority, whether state, local, or federal.

14 76. **Tax Treatment of Individual PAGA Shares.** Each Individual PAGA Share is  
15 intended to settle the Aggrieved Employees' claims for civil penalties under PAGA. Accordingly,  
16 one hundred percent (100%) of each Individual PAGA Share shall be treated as penalties for tax  
17 purposes. An Individual PAGA Share shall be paid to each Aggrieved Employee in full without  
18 deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099-MISC to  
19 each Aggrieved Employee for that amount. Each Aggrieved Employee shall be individually  
20 responsible for his or her own share of applicable income tax withholdings and deductions for his or  
21 her Individual PAGA Share.

22 77. **Total Payment Amount.** In no event, except as outlined in the Escalator Clause, will  
23 Defendants be required to pay more than the Maximum Settlement Amount for distribution to the  
24 Plaintiffs, Class Counsel, Participating Class Members, Aggrieved Employees, the LWDA, the  
25 Settlement Administrator, or for any other costs or expenses not otherwise enumerated.

26 78. **Payments to Plaintiffs, Class Counsel, the LWDA, and the Settlement**  
27 **Administrator.** Subject to the terms and conditions of this Settlement, the Settlement Administrator  
28 will make the payments out of the Maximum Settlement Amount as follows:

1 (a) **To Plaintiffs:** In addition to the shares that Plaintiffs are entitled to as Class  
2 Members, Defendants will not oppose an application by Plaintiffs to the Superior Court for a Class  
3 Representative Payment in an amount not to exceed Two Thousand Five Hundred Dollars and Zero  
4 Cents payable to each Plaintiff (i.e., \$2,500.00 to each Plaintiff; \$5,000.00 total). The Settlement  
5 Administrator will pay the Class Representative Payment, as approved by the Superior Court, out of  
6 the Maximum Settlement Amount. If the amount awarded by the Superior Court is less than the  
7 amount requested by Plaintiffs, the difference shall become part of the Net Settlement Amount and  
8 be distributed to Participating Class Members. Payroll tax withholding and deductions will not be  
9 taken from the Class Representative Payment, and an IRS Form 1099-MISC will be issued to each  
10 Plaintiff by the Settlement Administrator for this payment. The Class Representative Payment request  
11 shall be supported by a declaration from each Plaintiff, to be filed at the time of the Motion for Final  
12 Approval, in which Plaintiffs (i) describe the services performed by each Plaintiff to further the  
13 prosecution of the action, (ii) estimate the time incurred by each Plaintiff in performing those services,  
14 (iii) describe any risks assumed or benefits received by each Plaintiff in prosecuting the Actions, (iv)  
15 describe any adverse consequences actually suffered by each Plaintiff as a result of prosecuting the  
16 Actions, and (v) state the amount that each Plaintiff expects to receive as a Class Member.

17 (b) **To Class Counsel:** At the time of Motion for Final Approval, Class Counsel  
18 will apply to the Superior Court for the Class Counsel Fees Payment in an amount not to exceed one  
19 third of the Maximum Settlement Amount amounting to One Million Dollars and Zero Cents (i.e.,  
20 \$1,000,000.00) for their reasonable attorneys' fees incurred in connection with the Actions. At that  
21 time, Class Counsel will also apply to the Superior Court and submit a declaration regarding costs for  
22 the Class Counsel Litigation Expenses Payment in an amount not to exceed Thirty-Five Thousand  
23 Dollars and Zero Cents (i.e., \$35,000.00) as reimbursement for reasonable and actual costs of suit.  
24 Defendant will not oppose the foregoing requests. The Settlement Administrator will pay the amounts  
25 approved by the Superior Court out of the Maximum Settlement Amount. If the amounts awarded by  
26 the Superior Court are less than the amounts requested by Class Counsel, the difference shall become  
27 part of the Net Settlement Amount and be distributed to Participating Class Members. The Class  
28 Counsel Fees Payment award shall be allocated 65% to Moon & Yang, APC and 35% to Lauby,



1 Mankin & Lauby, LLP. The Class Counsel Litigation Expenses Payment award shall be allocated  
2 based upon counsel's respective costs incurred, as set forth in the declarations submitted with the  
3 Motion for Final Approval. In the event the Class Counsel Litigation Expenses Payment award is not  
4 sufficient to reimburse counsel's respective costs, then the award shall be allocated 65% to Moon &  
5 Yang, APC and 35% to Lauby, Mankin & Lauby, LLP. Withholding and deductions will not be taken  
6 from the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment, and one or  
7 more IRS Forms 1099 will be issued to Class Counsel by the Settlement Administrator with respect  
8 to those payments. The request for the Class Counsel Fees Payment shall be supported by a  
9 declaration from each Class Counsel firm, to be filed at the time of the Motion for Final Approval, in  
10 which counsel (i) provide evidence of the total amount of time spent by counsel, (ii) a description of  
11 the work performed, (iii) the reasonableness of the fees charged, (iv) a detailed description of the  
12 costs actually incurred, and (v) an explanation of the agreement as to how attorneys' fees will be paid,  
13 including fee splitting, and whether the clients have been given written notice. The request for the  
14 Class Counsel Litigation Expenses Payment shall be supported by a declaration from each Class  
15 Counsel firm, to be filed at the time of the Motion for Final Approval, in which counsel shall provide  
16 a detailed explanation or other evidence describing the date, nature, and amount of each expense  
17 incurred.

18 (c) **To the LWDA:** As part of the Motions for Preliminary and Final Approval,  
19 the Parties will jointly apply to the Superior Court for approval of the LWDA Payment in the amount  
20 of One Hundred Thousand Fifty Dollars and Zero Cents (i.e., \$150,000.00), which shall constitute  
21 the LWDA's seventy-five percent (75%) share of Two Hundred Thousand Dollars and Zero Cents  
22 (i.e., \$200,000.00) in civil penalties allocated to the PAGA Penalties Payment under this Settlement.  
23 The LWDA's Payment shall be paid from the Maximum Settlement Amount. The remaining twenty-  
24 five percent (25%) share of the PAGA Penalties Payment (i.e., \$50,000.00) will be part of the Net  
25 Settlement Amount and shall be distributed on a *pro rata* basis to Aggrieved Employees based upon  
26 the number of Workweeks worked by each Aggrieved Employee during the PAGA Period.

27 (d) **To the Settlement Administrator:** The Settlement Administrator shall be  
28 paid a Settlement Administrator Expenses Payment from the Maximum Settlement Amount its

1 reasonable fees and expenses as approved by the Superior Court, in an amount not to exceed Twenty  
2 Thousand Dollars and Zero Cents (i.e., \$20,000.00) and in accordance with the Settlement  
3 Administrator's flat-fee amount provided to the Parties during a competitive bidding process. As of  
4 the date this Agreement was fully executed, the lowest bid that the Parties received was from Phoenix  
5 Settlement Administrators who has agreed to provide settlement administration services for a flat-fee  
6 of \$14,000.00.

7           **79. Appointment of Settlement Administrator.** The Parties will ask the Superior Court  
8 to appoint Phoenix Settlement Administrators, a qualified and experienced administrator based in  
9 California where the Action is venued, to serve as the Settlement Administrator, which, as a condition  
10 of appointment, will agree to be bound by this Agreement with respect to the performance of its duties  
11 and its compensation. The Settlement Administrator's duties will include (i) calculating Individual  
12 Class and PAGA Shares; (ii) preparing, printing, and mailing the Class Notice Packets to all Class  
13 Members; (iii) using reasonable measures to identify the current address for all Class Members,  
14 including conducting a NCOA search and in-depth skip-tracing on all Class Members before mailing  
15 the Class Notice Packets; (iv) re-mailing the Class Notice Packets to Class Members' new address  
16 for those Class Members whose Class Notice Packets were returned undeliverable with or without a  
17 forwarding address; (v) setting up a toll-free telephone number to receive calls from Class Members  
18 as well as a website to post relevant documents and information about the Settlement; (vi) receiving  
19 and processing requests for exclusion and objections to the Settlement as well as Workweek Disputes;  
20 (vii) providing the Parties with weekly status reports about the delivery of Class Notice Packets and  
21 any requests for exclusion and objections received, whether the requests for exclusion and objections  
22 are complete, timely, or signed; (viii) issuing tax forms and checks to effectuate the payments due  
23 under the Settlement; (ix) using reasonable measures to deliver issued checks to Participating Class  
24 Members, including use of a "skip-trace" for undeliverable checks; (x) providing the Parties with the  
25 declarations and accounting provided for in this Agreement; (xi) maintaining the confidentiality of  
26 employees' confidential and private information; and (xii) otherwise administering the Settlement  
27 pursuant to this Agreement, including paying and reporting the Employer's Payroll Taxes to the  
28 appropriate taxing agency. The Settlement Administrator will have the final authority to resolve all

1 disputes concerning the calculation of a Participating Class Member's Settlement Share and/or  
2 Individual PAGA Share, subject to the terms set forth in this Agreement. The Settlement  
3 Administrator's reasonable fees and expenses for the foregoing duties shall be paid out of the  
4 Maximum Settlement Amount, as set forth herein, subject to Court approval.

5 **V. RELEASE OF CLAIMS**

6 **80. Plaintiffs' Released Claims.** Upon the Final Approval of the Settlement by the  
7 Superior Court, and only after Defendants fully fund the Maximum Settlement Amount and  
8 Employer's Payroll Taxes, Plaintiffs, on behalf of themselves, knowingly and voluntarily release and  
9 forever discharge Defendants and the Released Parties, to the fullest extent permitted by law, of and  
10 from any and all claims, known and unknown, asserted and unasserted, which Plaintiffs have or may  
11 have against the Released Parties, including the Released Class Claims and PAGA Released Claims  
12 described in this Agreement, as of the date of execution of this Settlement Agreement. Plaintiffs  
13 expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the  
14 California Code of Civil Procedure, which reads:

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

20 Notwithstanding the provisions of section 1542, and to implement a full and complete release  
21 and discharge of the Released Parties, Plaintiffs expressly acknowledge this Agreement is intended  
22 to include in its effect, without limitation, all claims Plaintiffs do not know or suspect to exist in their  
23 favor at the time of signing this agreement, and that this Agreement contemplates the extinguishment  
24 of any such claims. Plaintiffs warrant they have read this Agreement, including this waiver of  
25 California Code of Civil Procedure section 1542, and that Plaintiffs have consulted with or had the  
26 opportunity to consult with their counsel about this Agreement and specifically about the waiver of  
27 section 1542, and that Plaintiffs understand this Agreement and the section 1542 waiver, and so  
28 Plaintiffs freely and knowingly enter into this Agreement. Plaintiffs further acknowledge that they  
may later discover facts different from or in addition to those Plaintiffs now know or believe to be  
true regarding the matters released or described in this Agreement, and even so Plaintiffs agree that

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

6           **81. Released Class Claims by Participating Class Members.** Upon the Final Approval  
7 of the Settlement by the Superior Court, and only after Defendants fully fund the Maximum  
8 Settlement Amount and Employer’s Payroll Taxes, the Participating Class Members will fully release  
9 and discharge the Released Parties of the claims stated in, and those based solely upon the facts stated  
10 in, the Operative Complaint, including, California Labor Code sections 200, 201, 202, 203, 204, 208,  
11 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174,  
12 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, the applicable California Industrial  
13 Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et seq.*, the California Business  
14 and Professions Code sections 17200, *et seq.*, the California Code of Civil Procedure section 1021.5,  
15 and including all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay,  
16 hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay,  
17 timely payment of wages at separation, wage statements, meal periods and meal period premiums,  
18 rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred  
19 compensation benefits and/or matching benefits for payments received under the Settlement, unfair  
20 competition, unfair business practices, unlawful business practices, fraudulent business practices, as  
21 well as claims for statutory penalties based on the facts or claims alleged in the Operative Complaint  
22 at any time during the Class Period (collectively, the “Released Class Claims”).

23           **82. PAGA Released Claims.** Upon the Final Approval of the Settlement by the Superior  
24 Court, and only after Defendants fully fund the Maximum Settlement Amount and Employer’s  
25 Payroll Taxes, Plaintiffs—in their individual capacity and on behalf of the State of California and the  
26 LWDA—shall completely release and discharge the Defendants named in the Operative Complaint,  
27 together with their officers, directors, employees, and agents (collectively, the “Releasees”) from the  
28 PAGA claims that Plaintiffs alleged against the Releasees, on behalf of themselves and the State of

1 California, in Plaintiffs' LWDA Exhaustion Letters, and only to the extent that they are alleged in the  
2 Operative Complaint, including all PAGA claims seeking civil penalties premised upon California  
3 Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2,  
4 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,  
5 1198, and 1199, *et seq.*, the applicable California Industrial Commission Wage Orders, and all other  
6 claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code sections  
7 2698, *et seq.*, based on the facts or claims alleged in the Operative Complaint at any time during the  
8 PAGA Period (collectively, the "PAGA Released Claims"). The PAGA Released Claims do not  
9 release any Aggrieved Employees' claims for wages or statutory penalties under PAGA.

10           83.     **No Effect on Other Benefits.** The payment of Individual Class Shares and/or  
11 Individual PAGA Shares will not result in any additional employee benefit payments (such as 401(k),  
12 vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee  
13 benefit.

14 **VI.     DUTIES OF THE PARTIES**

15           84.     **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to  
16 accomplish and implement the terms of this Agreement to use their reasonable best efforts to finalize  
17 the Settlement, and to use any other reasonable efforts that may become necessary by the Courts or  
18 otherwise, to effectuate the Settlement. Such cooperation shall include, but not be limited to,  
19 execution of such other documents and the taking of such other actions as may reasonably be  
20 necessary to fulfill the terms of this Settlement, unless the Court denies the Settlement with prejudice.  
21 It is the Parties' intention to cooperate fully with the Superior Court's March 23, 2022 Case  
22 Management Order, and any portion of this agreement not in conformity with the Case Management  
23 Order shall be revised to conform with the same. As soon as practicable after execution of this  
24 Agreement, Class Counsel, with the cooperation of Defendants and Defense Counsel, shall take all  
25 necessary and reasonable steps to secure the Superior Court's approval of this Settlement. The Parties  
26 will work together to make any non-material modifications of the Settlement requested by the  
27 Superior Court to obtain approval of the Parties' Settlement.

28

1           **85. Duty to Support and Defend the Class Settlement.** The Parties agree to abide by all  
2 the terms of the Settlement, in good faith, and to support the Settlement fully and to use their best  
3 efforts to defend this Settlement from any objection or legal challenge, whether by appeal or collateral  
4 attack.

5           **86. Class Counsel’s Duties Prior to Court Approval.** Class Counsel shall promptly  
6 submit this Settlement to the Court for preliminary approval and determination by the Court as to its  
7 fairness, adequacy, and reasonableness. Promptly upon execution of this Agreement, Class Counsel  
8 shall apply to the Court for the entry of a preliminary approval order, scheduling a Final Approval  
9 Hearing on the question of whether the proposed Settlement should be approved as fair, reasonable,  
10 and adequate as to the Class Members, approving as to form and content the proposed Class Notice  
11 attached hereto as **Exhibit A**, and directing the mailing of the Class Notice Packet to the Settlement  
12 Class.

13 **VII. MISCELLANEOUS TERMS**

14           **87. No Admission of Liability.** Defendants deny that they have engaged in any unlawful  
15 activity, have failed to comply with the law in any respect, or have any liability to anyone under the  
16 claims asserted in the Actions. This Settlement is entered into solely for the purpose of compromising  
17 highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission  
18 of liability or wrongdoing by Defendants, or an admission by Plaintiffs that any of their claims were  
19 non-meritorious or that any defense asserted by Defendants was meritorious. This Settlement and the  
20 fact that Plaintiffs and Defendants were willing to settle the Actions will have no bearing on, and will  
21 not be admissible in connection with, any litigation between the Parties (other than solely in  
22 connection with the Settlement).

23           **88.** As it relates to the Parties only, whether or not the Judgment becomes Final, neither  
24 the Settlement, any document, statement, proceeding, or conduct related to the Settlement, nor any  
25 reports or accounting of those matters, will be: (i) construed as, offered, or admitted in evidence as,  
26 received as, or deemed to be evidence for any purpose adverse to Defendants or any other beneficiary  
27 of the releases granted under this Settlement (the “Released Parties”), including, but not limited to,  
28 evidence of a presumption, concession, indication, or admission by any of the Released Parties of any

1 liability, fault, wrongdoing, omission, concession, or damage; or (ii) disclosed, referred to, or offered  
2 in evidence against any of the Released Parties, or in any other civil, criminal, or administrative action  
3 or proceeding except for purposes of effectuating this Settlement. Except, any and all provisions of  
4 this Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce  
5 any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

6       **89. Confidentiality.** Plaintiffs and Class Counsel agree that the terms of this Settlement  
7 (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this  
8 Settlement, and all documents related to the Settlement, including the preceding Memorandum of  
9 Understanding and any subsequent settlement contracts, shall not be discussed with, publicized, or  
10 promoted to the public prior to Preliminary Approval, except as necessary to enforce the terms of the  
11 Settlement. Notwithstanding the foregoing, Plaintiffs and Class Counsel may tell the public in general  
12 only that certain claims “have been resolved by the Parties.” Additionally, the foregoing shall not  
13 restrict Class Counsel from being able to communicate with Class Members or the Settlement  
14 Administrator regarding the Settlement, or to disclose the Settlement to any Court for any matter for  
15 purposes of enforcing this Settlement or determining Class Counsel’s adequacy as counsel.

16       **90. Integrated Agreement.** After this Settlement is signed and delivered by all Parties  
17 and their respective counsel, this Settlement and its exhibits will constitute the entire agreement  
18 between the Parties relating to the Settlement, and it will then be deemed that no oral representations,  
19 warranties, covenants, or inducements have been made to any Party concerning this Settlement or its  
20 exhibits other than the representations, warranties, covenants, and inducements expressly stated in  
21 this Settlement and its exhibits.

22       **91. Modification of Agreement.** This Agreement, and any and all parts of it, may be  
23 amended, modified, changed, or waived only by an express written instrument signed by all Parties,  
24 their successors-in-interest, and/or the Parties’ respective counsel, as authorized.

25       **92. Settlement Binding on Successors.** This Agreement will be binding upon, and inure  
26 to the benefit of, the successors of each of the Parties.

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1           93.     **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be  
2 governed by and interpreted according to the laws of the State of California, without giving effect to  
3 any conflict of law principles or choice of law principles.

4           94.     **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation  
5 of this Settlement. This Agreement will not be construed against any Party on the basis that the Party  
6 was the drafter or participated in the drafting. In the event the Parties are unable to reach agreement  
7 on the form or content of any document needed to implement the Settlement, or on any supplemental  
8 provisions that may become necessary to effectuate the terms of this Settlement, the Parties will seek  
9 the assistance of mediator Steve Rottman, Esq., and if no resolution is reached, then the Superior  
10 Court; and in all cases all such documents, supplemental provisions, and assistance of the mediator  
11 or the Superior Court will be consistent with this Settlement.

12           95.     **Fair Settlement.** The Parties and their respective counsel believe and warrant that this  
13 Settlement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this  
14 Settlement through arms-length negotiations, taking into account all relevant factors, current and  
15 potential.

16           96.     **Enforcement Actions.** In the event that one or more of the Parties to this Settlement  
17 institutes any legal action or other proceeding against any other Party or Parties to this Settlement to  
18 enforce the provisions of the Settlement, or to declare rights and/or obligations under the Settlement,  
19 the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties  
20 reasonable attorney’s fees and costs, including any expert witness fees incurred in connection with  
21 any enforcement actions.

22           97.     **Headings.** The descriptive heading of any section or paragraph of this Agreement is  
23 inserted for convenience of reference only and does not constitute a part of this Settlement.

24           98.     **Notice.** All notices, demands, or other communications given under this Settlement  
25 will be in writing and deemed to have been duly given as of the third business day after mailing by  
26 USPS or as of the date of e-mail, addressed as follows:

27                    *To Class Counsel:*

**MOON & YANG, APC**  
                          Kane Moon, Esq. (SBN 249834)  
                          kane.moon@moonyanglaw.com



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Allen Feghali, Esq. (SBN 301080)  
allen.feghali@moonyanglaw.com  
Charlotte Mikat-Stevens, Esq. (SBN 327047)  
charlotte.mikat-stevens@moonyanglaw.com  
1055 W. Seventh St., Suite 1880  
Los Angeles, California 90017

**LAUBY, MANKIN & LAUBY, LLP**  
Brian J. Mankin, Esq. (SBN 216228)  
brian@lmlfirm.com  
Peter J. Carlson, Esq. (SBN 295611)  
peter@lmlfirm.com  
5198 Arlington Avenue, PMB 513  
Riverside, CA 92504

*To Defense Counsel:*

**JACKSON LEWIS P.C.**  
Nathan W. Austin, Esq. (SBN 219672)  
nathan.austin@jacksonlewis.com  
Evan M. McBride, Esq. (SBN 317393)  
evan.mcbride@jacksonlewis.com  
400 Capitol Mall, Suite 1600  
Sacramento, California 95814

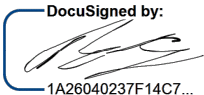
99. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument, provided that counsel for the respective Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

**AGREED AND UNDERSTOOD BY:**

**Plaintiff and Class Representative:**

BRANDON FISHER

Dated: 8/8/2023 \_\_\_\_\_


By:  \_\_\_\_\_  
1A26040237F14C7...

Brandon Fisher

1 **Plaintiff and Class Representative:**

ISAAC GALDAMEZ

2 Dated: Aug 1, 2023

By:   
Isaac Galdamez (Aug 1, 2023 14:04 PDT)

3  
4  
5 **Defendant:**

SUPREME TRUCK BODIES OF CALIFORNIA, INC.

6 Dated: \_\_\_\_\_

By: \_\_\_\_\_

7 Its: \_\_\_\_\_

Its: \_\_\_\_\_

8  
9 **Defendant:**

WABASH NATIONAL CORPORATION

10 Dated: \_\_\_\_\_

By: \_\_\_\_\_

11 Its: \_\_\_\_\_

Its: \_\_\_\_\_

12  
13 **APPROVED AS TO FORM BY:**

14  
15 **Class Counsel:**

**MOON & YANG, APC**

16 Dated: August 8, 2023

By: *Charlotte Mikat-Stevens*  
Kane Moon, Esq.  
Allen Feghali, Esq.  
Charlotte Mikat-Stevens, Esq.

17  
18  
19  
20 **Class Counsel:**

**LAUBY, MANKIN & LAUBY, LLP**

21 Dated: August 1, 2023

By: *Brian J. Mankin*  
Brian J. Mankin, Esq.  
Peter J. Carlson, Esq.

22  
23  
24 **Defense Counsel:**

**JACKSON LEWIS P.C.**

25 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Nathan W. Austin, Esq.  
Evan M. McBride, Esq.

26  
27  
28 4873-8019-8758, v. 2

1 **Plaintiff and Class Representative:**

ISAAC GALDAMEZ


2  
3 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Isaac Galdamez

4  
5 **Defendant:**

SUPREME TRUCK BODIES OF CALIFORNIA, INC.


6 Dated: 8/3/2023

By:   
Its: Asst. GC, Litigation and Employment

7  
8  
9 **Defendant:**

WABASH NATIONAL CORPORATION

10 Dated: 8/3/2023

By:   
Its: Asst. GC, Litigation and Employment

11  
12  
13 **APPROVED AS TO FORM BY:**

14  
15 **Class Counsel:**

**MOON & YANG, APC**

16  
17 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kane Moon, Esq.  
Allen Feghali, Esq.  
Charlotte Mikat-Stevens, Esq.

18  
19  
20 **Class Counsel:**

**LAUBY, MANKIN & LAUBY, LLP**

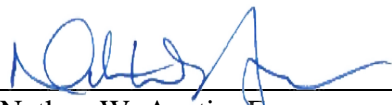
21  
22 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brian J. Mankin, Esq.  
Peter J. Carlson, Esq.

23  
24  
25 **Defense Counsel:**

**JACKSON LEWIS P.C.**

26 Dated: 08.07.23

By:   
Nathan W. Austin, Esq.  
Evan M. McBride, Esq.

27  
28 4873-8019-8758, v. 2

# EXHIBIT A

|||||

<<PSA ID>>  
 <<First Last>>  
 <<Address>>  
 <<City, State, Zip, Country>>

Name/Address/Telephone Changes (if any):

\_\_\_\_\_

**NOTICE OF CLASS AND PAGA ACTION SETTLEMENT**  
**AFFECTING YOUR RIGHTS**

*A court approved this Notice. This is not a solicitation from a lawyer. You are not being sued.*

**PLEASE READ THIS NOTICE CAREFULLY.**

If you are employed or have been employed by Supreme Truck Bodies of California, Incorporated, or Wabash National Corporation in California as an hourly paid employee at any time from January 18, 2018 to April 24, 2023, you may be able entitled to receive money from a Settlement for claims related to minimum wage laws, overtime laws, meal and rest period laws, and other related laws under the California Labor Code and Industrial Welfare Commission Wage Orders.

**Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this Notice.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING AND RECEIVE SETTLEMENT PAYMENT</b>	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Superior Court finally approves the Settlement. In exchange, you will be bound by the Settlement, including the Released Class Claims, as explained below.
<b>REQUEST EXCLUSION</b>	Request to be excluded and receive no class benefits from the Settlement. If you submit a timely, complete, and valid Exclusion Form to the Settlement Administrator, you will not receive an Individual Class Share payment and you will not have the right to object, appeal, or comment on the Settlement. However, if you are an Aggrieved Employee, as defined below, you will still receive an Individual PAGA Share payment because you <u>cannot</u> opt out of the PAGA portion of the Settlement.
<b>OBJECT</b>	If you wish to object to the Settlement, you may submit a written, timely, and complete Objection Form to the Settlement Administrator. Alternatively, you can appear at the Final Approval Hearing and verbally state your objection. In order to object, you must not have excluded yourself from the Settlement. However, you <u>cannot</u> object to the PAGA portion of the Settlement.

## 1. Why should you read this Notice?

A proposed settlement (referred to in this Notice as the “Settlement”) has been reached in a class and PAGA action lawsuit entitled *Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation*, Riverside County Superior Court Case No. CVRI2200207 (referred to in this Notice as the “Action” or “Lawsuit”) that affects your rights. The Defendants in the Action are Supreme Truck Bodies of California, Incorporated and Wabash National Corporation (referred to in this Notice as the “Defendants”).

The Court has granted Preliminary Approval of a “Settlement Class” defined as follows:

All persons who are employed or have been employed by Defendants in California as non-exempt (meaning, hourly paid) employees during the Class Period. The “Class Period” is defined as follows: January 18, 2018 through April 24, 2023.

The Court has also granted Preliminary Approval of a group of “Aggrieved Employees” defined as follows:

All persons who are employed or who have been employed by Defendants in California as non-exempt (meaning, hourly paid) employees during the PAGA Period. The “PAGA Period” is defined as follows: January 18, 2021 through April 24, 2023.

According to Defendants’ employment records, you meet one or both of the above groups, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly an Aggrieved Employee. The Superior Court has directed that this Notice be sent to all Class Members and Aggrieved Employees to inform you about the case and your legal rights and options before the Superior Court decides to finally approve the Settlement. If the Superior Court finally approves the Settlement, and after any appeals are resolved, payments will be made to all Class Members, unless they have opted out of the Settlement, and payments to all Aggrieved Employees, regardless of if they have opted out of the Settlement.

This Notice explains the Lawsuit, the Settlement, your rights and options, what benefits are available and how to get them.

## 2. What is this Lawsuit about?

Following extensive litigation, two Plaintiffs—Plaintiff Brandon Fisher and Plaintiff Isaac Galdamez (referred to in this Notice as “Plaintiffs”)—and their attorneys joined forces and filed a consolidated complaint against Defendants. That complaint (referred to in this Notice as the “Operative Complaint”) alleges the following causes of action against Defendants: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages Each Pay Period and Final Wages at Termination; (7) Failure to Provide Accurate and Itemized Wage Statements; (8) Failure to Pay Vested Vacation; (9) Unfair Business Practices; and (10) Civil Penalties under PAGA.

Defendants vigorously deny all the claims and contentions made in the Operative Complaint and in the Lawsuit to date, and maintain they fully complied with California laws. However, Defendants have agreed to settle the Lawsuit to avoid the expense and risk of continued litigation.

### 3. Why is there a Settlement?

The Superior Court has not decided in favor of Plaintiffs or Defendants (collectively, referred to in this Notice as the “Parties”), or made any decisions regarding the merit of Plaintiffs’ claims or Defendants’ defenses. Instead, both sides agreed to a Settlement, which allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendants or an admission by Plaintiffs regarding the defenses maintained by Defendants. The Parties and their respective attorneys believe the Settlement is fair, reasonable, and adequate, and in the best interests of all Class Members.

### 4. What are the terms of the Settlement?

Defendants will pay a total sum of Three Million Dollars and Zero Cents (\$3,000,000.00), subject to the Escalator Clause (that will increase this total amount if the aggregate number of weeks worked by Participating Class Members turns out to be larger than estimated), to settle the Action (referred to in this Notice as the “Maximum Settlement Amount”). The Maximum Settlement Amount will be due in full within 21 days of the Effective Date, which will be the date of final approval, unless an objection is filed which will push the date out further.

The Maximum Settlement Amount will be used to cover the following payments: (a) all Individual Class Shares to Participating Class Members; (b) the Class Representative Payment to each Plaintiff; (c) the Class Counsel Fee Payment; (d) the Class Counsel Litigation Expenses Payment; (e) the payment to the California Labor and Workforce Development Agency (referred to in this Notice as the “LWDA”) for civil penalties brought under PAGA; (f) all Individual PAGA Shares to Aggrieved Employees; and (g) the Settlement Administration Expenses payment to the Settlement Administrator for reasonable fees and expenses in administering the Settlement. Additionally, Defendants will pay their portion of all employer’s payroll taxes resulting from the Settlement separate from and in addition to the Maximum Settlement Amount.

The Parties have agreed to the following payments from the Maximum Settlement Amount, which is subject to final approval by the Court:

(a) Attorney Fees: up to one-third (1/3) of the Maximum Settlement Amount amounting to One Million Dollars and Zero Cents (\$1,000,000.00) for Class Counsel’s reasonable attorneys’ fees;

(b) Attorneys Litigation Costs: up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) for reimbursement of Class Counsel’s out-of-pocket litigation costs;

(c) Administration Costs: up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) to the Settlement Administrator;

(d) Class Representative Service Awards: up to Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to each Plaintiff in recognition of their time and service to the Settlement Class in pursuing the Action and in fulfilling their obligations as the Class Representative; and

(e) PAGA Penalties: payment of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) to resolve claims under PAGA (the “PAGA Penalties Payment”), of which Fifty Thousand Dollars and Zero Cents (\$50,000.00) will be distributed to Aggrieved Employees based on the number of Weeks Worked during the PAGA Period (as explained below) and One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) will be paid to the LWDA. The PAGA Penalties Payment to the LWDA is required by California law.

After these deductions, the remaining amount—referred to in this Notice as the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (referred to in this Notice as the “Participating Class Members”). No portion of the Maximum Settlement Amount will be returned to Defendant.

## 5. How much can I expect to receive?

Each Participating Class Member (meaning, Class Members who do not opt out of the Settlement) will receive a proportionate share of the Net Settlement Amount (referred to in this Notice as an “Individual Class Share”) based on the number of workweeks he/she worked for Defendants in California during the Class Period, as defined above. A “workweek” for purposes of calculating Individual Class Shares is defined as any week where the Class Member worked at least one day for Defendants in California during the Class Period, according to Defendants’ employment records for the Class Member.

To calculate a Participating Class Member’s Individual Class Share, the Net Settlement Amount will first be divided by the aggregate total number of workweeks of all Participating Class Members, resulting in the “Class Workweek Value.” Each Participating Class Member’s Individual Class Share will be equal to the Class Workweek Value multiplied by his/her number of individual workweeks. The highest estimated Individual Class Share is: \$<<Est.SettlementAmt>>. The lowest estimated Individual Class Share is: \$<<Est.SettlementAmt>>.

Your Compensable Workweeks are: <<Class Workweeks>>

Your Estimated Individual Class Share is: \$<<Est.SettlementAmt>>

The Individual Class Shares are subject to taxation and withholding. Each Individual Class Share payment will be allocated as follows: (a) one-third (1/3 or 33.33%) as wages (referred to in this Notice as the “wage portion”), which will be subject to deductions and withholdings for the employee’s share of state and federal payroll taxes, and (b) two-thirds (2/3 or 66.67%) to interest and penalties, which will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Individual Class Share allocated to wages and an IRS Form-1099-MISC with respect to the portion of the Individual Class Share allocated to penalties and interest. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee’s required withholdings and payroll taxes from the wage portion of the Settlement payment. Defendant will separately pay the employer’s share of payroll taxes with respect to the wage portion of each Class payment.

Additionally, each Aggrieved Employee will receive a proportionate share of the PAGA Penalties Payment allocated to Aggrieved Employees based on the number of workweeks he/she worked for Defendants in California during the PAGA Period, as defined above. A “workweek” for purposes of calculating Individual PAGA Shares is defined as any week where the Aggrieved Employee worked at least one day for Defendants in California during the PAGA Period, according to Defendants’ employment records for the Aggrieved Employee.

To calculate an Aggrieved Employee’s Individual PAGA Share, the PAGA Penalties Payment allocated to Aggrieved Employees (\$50,000.00) will be divided by the aggregate total number of workweeks of all Aggrieved Employees, resulting in the “PAGA Workweek Value.” Each Aggrieved Employee’s Individual PAGA Share will be equal to the PAGA Workweek Value multiplied by his/her number of individual workweeks.

Your Compensable Workweeks are: <<PAGAWorkweeks>>

Your Estimated Individual PAGA Share is: \$<<Est.PAGAPaymentAmt>>



The Individual PAGA Shares are subject to taxation but no withholding. Each Individual PAGA Share will be allocated as 100% penalties, which will not be subject to deductions or withholdings. Each Aggrieved Employee will receive an IRS Form-1099-MISC for his or her Individual PAGA Share.

Please note that each Participating Class Member and/or Aggrieved Employee will be responsible for his/her share of taxes attributable to the receipt of settlement checks. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members and/or Aggrieved Employee should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

#### 6. What if I disagree with the number of workweeks credited to me in this Notice?

The information concerning the number of workweeks you worked as an eligible employee during the Class Period and/or PAGA Period is based on Defendants' records. To dispute this number of workweeks credited to you, you must send written notice to the Settlement Administrator by the response deadline below (referred to in this Notice as the "Workweek Dispute"). To be valid, your Workweek Dispute must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked for Defendants in California during the Class Period and/or PAGA Period, including any supporting documentation (for example, copies of your pay stubs). To be timely, your Workweek Dispute must be mailed by first-class U.S. Postal Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before [REDACTED], 2023.

The Settlement Administrator will promptly evaluate the evidence submitted and discuss with the Parties how many workweeks should be credited to the Class Member and/or Aggrieved Employee. The Settlement Administrator will make the final decision as to how many workweeks should be credited and report the outcome to the Class Member and/or Aggrieved Employee. The Settlement Administrator's determination will be final, binding on the Parties and on the Class Members and/or Aggrieved Employees, and not appealable.

#### 7. How and when will I get a payment? How do I update my address?

**How do I receive money from the Settlement?** You do not need to do anything to receive your Individual Class Share and/or Individual PAGA Share. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to submit a claim or take any other action to receive your share of the Settlement.

**When will I receive my Settlement payment?** Participating Class Members and Aggrieved Employees will receive their payments only after the Superior Court grants final approval of the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient. If there are no objections or appeals, payments are expected to be mailed within 44 days after the Superior Court grants final approval of the Settlement.

**Settlement payment checks must be cashed soon after receipt.** The Settlement checks will be available to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance will be transmitted to the California State Controller's Office for Unclaimed Property to be held pursuant to the Unclaimed Property Law, California Civil Code sections 1500, *et seq.*, in the names of those Participating Class Members and/or Aggrieved Employees who did not cash their checks prior to the 180-day-expiration date until such time they claim their property.

**Change of address.** It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement share(s). If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (xxx) xxx-xxxx, or at the address, fax, or email provided below.

## 8. What claims are being released by the Settlement?

If the Settlement is finally approved by the Superior Court, a Judgment will be entered. Only after Defendants fully fund the Maximum Settlement Amount and employer's share of payroll taxes, all Participating Class Members will release claims as follows:

*Upon the Final Approval of the Settlement by the Superior Court, and only after Defendants fully fund the Maximum Settlement Amount and Employer's Payroll Taxes, the Participating Class Members will fully release and discharge the Released Parties of the claims stated in, and those based solely upon the facts stated in, the Operative Complaint, including, California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, the applicable California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq., the California Business and Professions Code sections 17200, et seq., the California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, as well as claims for statutory penalties based on the facts or claims alleged in the Operative Complaint at any time during the Class Period (collectively, the "Released Class Claims").*

The "Released Parties" are defined as follows: Defendants Supreme Truck Bodies of California, Incorporated and Wabash National Corporation, together with their officers, directors, employees, and agents.

Any Class Member who does not submit a timely, valid, and complete Exclusion Form will be considered to have accepted the release and will be bound by the Released Class Claims against the Released Parties.

Additionally, if the Settlement is finally approved by the Superior Court and only after Defendants fully fund the Maximum Settlement Amount and employer's share of payroll taxes, Plaintiffs will release claims as follows:

*Upon the Final Approval of the Settlement by the Superior Court, and only after Defendants fully fund the Maximum Settlement Amount and Employer's Payroll Taxes, Plaintiffs—in their individual capacity and on behalf of the State of California and the LWDA—shall completely release and discharge the Defendants named in the Operative Complaint, together with their officers, directors, employees, and agents (collectively, the "Releasees") from the PAGA claims that Plaintiffs alleged against the Releasees, on behalf of themselves and the State of California, in Plaintiffs' LWDA Exhaustion Letters, and only to the extent that they are alleged in the Operative Complaint, including all PAGA claims seeking civil penalties premised upon California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, et seq., the applicable California Industrial Commission Wage Orders, and all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code sections 2698, et seq., based on the facts or claims alleged in the Operative Complaint at any time during the PAGA*

*Period (collectively, the “PAGA Released Claims”). The PAGA Released Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties under PAGA.*

The Participating Class Members’ Released Class Claims and the PAGA Released Claims, as described above, expressly exclude all claims made for wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, whether during or outside of the Class Period and/or PAGA Period, and any and all claims outside of the Class Period and/or PAGA Period. The payment of Individual Class Shares and/or Individual PAGA Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

## 9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Class Share and/or Individual PAGA Share (if applicable) automatically if the Settlement is finally approved by the Superior Court.

b. **Exclude Yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from (opt out of) the Settlement by sending your written exclusion request to the Settlement Administrator by the response deadline stated below. If you exclude yourself, you will not receive your Individual Class Share, you will not be subject to the terms of the Settlement, you will not have the right to object, appeal, or comment on the Settlement, and you will retain whatever rights you may currently have. However, Class Members *cannot* opt out of the PAGA portion of the Settlement. If you exclude yourself and Defendants’ records show you are an Aggrieved Employee, you will still receive your Individual PAGA Share.

To exclude yourself, you must use the Exclusion Form enclosed herewith, which must include your signature and be timely transmitted to the Settlement Administrator.

To be timely, your Exclusion Form must be mailed by first-class U.S. Mail (or the equivalent), faxed, or e-mailed to the Settlement Administrator at the address, fax number, or e-mail provided below and be postmarked or have a transmission date on or before [REDACTED], 2023.

c. **Object to the Settlement.** As a Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, and you will also receive your Settlement share(s). However, Class Members *cannot* object to the PAGA portion of the Settlement.

To object, you may elect to use the Objection Form enclosed herewith, which must include your signature and be timely transmitted to the Settlement Administrator by the response deadline stated below. Your Objection Form must include your full name, describe the nature of and basis for your objection, provide any updated contact information for you in case the Settlement Administrator needs to contact you to clarify your objection, and your signature. You may include any legal support for such objection and copies, if any, of any papers, briefs, or other documents on which your objection is based.

To be timely, your Objection Form must be mailed by first-class U.S. Mail (or the equivalent), faxed, or e-mailed to the Settlement Administrator at the address, fax number, or e-mail provided below and be postmarked or have a transmission date on or before [REDACTED], 2023.

Instead of submitted an Objection Form or written objection, you may appear at the Final Approval Hearing, or hire an attorney at your own expense to appear on your behalf, and verbally state your objections before the Superior Court. The Final Approval Hearing is currently set for \_\_\_\_\_, 2023 at \_\_\_\_\_ a.m. in the Riverside County Superior Court. The Final Approval Hearing may be continued to a later date without further notice to Class Members, except that notice will be provided to any objector.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement and any term of it, you cannot submit an Exclusion Form.

#### 10. Who are the attorneys representing the Plaintiffs and the Settlement Class?

The Superior Court has appointed the following lawyers as “Class Counsel” to represent all Class Members:

##### **MOON & YANG PC**

Kane Moon, Esq.  
Allen Feghali, Esq.  
Charlotte Mikat-Stevens, Esq.  
1055 W. 7th Street, Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128

##### **LAUBY, MANKIN & LAUBY, LLP**

Brian J. Mankin, Esq.  
Peter J. Carlson, Esq.  
5198 Arlington Avenue, PMB 513  
Riverside, CA 92504  
Telephone: (915) 320-1444

You will not be charged for these lawyers.

#### 11. How will the attorneys for the Settlement Class be paid?

All payments for Class Counsel’s attorneys’ fees and litigation costs will be made from the Maximum Settlement Amount. Class Counsel intend to request an award of reasonable attorneys’ fees up to one third (1/3) of the Maximum Settlement Amount amounting to One Million Dollars and Zero Cents (\$1,000,000.00), plus reimbursement of reasonable and actual out-of-pocket costs incurred in prosecuting the Lawsuit of up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Class Counsel have been prosecuting this Action on behalf of Plaintiffs and the Settlement Class on a contingency fee basis (meaning, without being paid any money to date or guarantee that they will be paid at all) and have been paying all litigation costs out of pocket. The Superior Court will decide the amount of attorneys’ fees and costs to award at the Final Approval Hearing.

#### 12. When and where will the Court decide to approve the Settlement?

The Superior Court has determined that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable, and therefore has preliminarily approved the Settlement. However, the Superior Court has not yet finally approved the Settlement. The Superior Court will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Superior Court will hold the Final Approval Hearing on \_\_\_\_\_, 2023, at \_\_\_\_\_ a.m., in Department 10 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501, before the Honorable **Christopher B. Harmon**. At the Final Approval Hearing, the Court will rule on Class Counsel’s request for attorneys’ fees and litigation costs, the Class Representative Payment, the Settlement Administration Expenses Payment, and the PAGA Penalties Payment, will rule on any objections to the Settlement received at or before the Final Approval Hearing, and will rule on the fairness, reasonableness, and adequacy of the Settlement.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend. If you did not submit an Exclusion Form, you may appear at the hearing, or you may hire an attorney at your own

expense to appear on your behalf, and request to be heard. The Final Approval Hearing may be continued to a later date without further notice to Class Members, except that notice will be provided to any objector.

If the Superior Court finally approves the Settlement, the Superior Court will issue a Final Order and Judgment. Notice of the Final Judgment will be posted on the Settlement Administrator's website: [WEBSITE URL]. The Settlement Administrator will post notice of the Final Judgment from seven (7) calendar days after entry of the Judgment to thirty (30) days following the one hundred and eighty (180) check-cashing deadline.

**13. Will I be subject to discipline if I participate in the Settlement?**

No! Defendants approve the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendants or their treatment of you as a current or former employee.

**14. What is the Settlement Administrator's Contact Information?**

Any Exclusion Form, Objection Form, address change request, Workweek Dispute, and all other correspondence intended for the Settlement Administrator must be mailed, faxed, or emailed to the Settlement Administrator at the following address:

*Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation*

c/o Phoenix Settlement Administrators  
P.O. Box 7208, Orange, CA 92863

Tel: (800) 523-5773 | Fax: (949) 209-2503 | Email: [info@phoenixclassaction.com](mailto:info@phoenixclassaction.com)

**15. How Can I Get Additional Information?**

If you have questions, you can call the Settlement Administrator at (800) 523-5773 and/or Class Counsel at (213) 232-3128. For the precise terms and conditions of the Settlement, you may review the detailed "Joint Stipulation of Class and PAGA Action Settlement and Release of Claims," which is available for viewing online and free of charge at the Settlement Administrator's website: [WEBSITE URL]. The pleadings and other court records in the Lawsuit are available online and free of charge at the Settlement Administrator's website: [WEBSITE URL]. The records may also can be examined, free of charge, in person at any time during regular business hours at the Clerk's Office of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92101, or online at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>. To view the "Joint Stipulation of Class and PAGA Action Settlement and Release of Claims" from the Court's website, it must be purchased and is available for purchase as part of the declaration of Kane Moon in Support of Plaintiffs' Motion for Preliminary Approval, Exhibit 1, filed on [filing date]. Additionally, if you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is above, and they will provide you with a copy via e-mail free of charge.

**PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' MANAGERS OR SUPERVISORS ABOUT THIS SETTLEMENT**

If you have any questions, please contact the Settlement Administrator or Class Counsel.

# EXHIBIT B



|||||

Name/Address/Telephone Changes (if any):

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

**EXCLUSION FORM**

You are receiving this Exclusion Form because you may be entitled to receive money from a Settlement in the above-identified class action lawsuit. For more information regarding the Settlement, please refer to the Notice of Class and PAGA Action Settlement that accompanied this Exclusion Form.

Complete and return this Exclusion Form only if you wish to be excluded from the Settlement Class and do not wish to receive an Individual Class Share payment. If you exclude yourself from the Settlement Class by signing and returning this Exclusion Form, you will not receive your Individual Class Share, you will not be subject to the terms of the Settlement or be bound by the Released Class Claims provided in the Settlement, you will retain whatever rights you may currently have, and you will not have any right to object, appeal, or comment on the Settlement. However, if you exclude yourself from the Settlement, you will still receive an Individual PAGA Share payment if you qualify as an Aggrieved Employee.

If you wish to remain in the Settlement Class and receive an Individual Class Share payment, you should disregard this Exclusion Form. You do not need to do anything to receive payment, and you will receive a check by U.S. Mail if final approval of the Settlement is granted by the Courts.

To be valid, your Exclusion Form must be signed by you, and returned to the Settlement Administrator at the address, fax number, or email address provided below, and be postmarked or have a transmission date on or before [redacted], 2023.

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE FISHER v. SUPREME TRUCK BODIES OF CALIFORNIA, INCORPORATED ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE AN INDIVIDUAL CLASS SHARE PAYMENT OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE SETTLEMENT, INCLUDING THE RELEASED CLASS CLAIMS. HOWEVER, I WILL STILL RECEIVE MY INDIVIDUAL PAGA SHARE PAYMENT (IF ELIGIBLE).

Dated: \_\_\_\_\_

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**What is the Settlement Administrator's contact information?**

Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation

c/o Phoenix Settlement Administrators

P.O. Box 7208, Orange, CA 92863

Tel: (800) 523-5773 | Fax: (949) 209-2503 | Email: info@phoenixclassaction.com

# EXHIBIT C



|||||

<<PSA ID>>  
<<First Last>>  
<<Address>>  
<<City, State, Zip, Country>>

Name/Address/Telephone Changes (if any):

\_\_\_\_\_  
\_\_\_\_\_

**OBJECTION FORM**

You are receiving this Objection Form because you may be entitled to receive money from a Settlement in the above-identified class action lawsuit. For more information regarding the Settlement, please refer to the Notice of Class and PAGA Action Settlement that accompanied this Objection Form.

Complete and return this Objection Form only if you wish to object to the Settlement. If your objection is rejected by the Superior Court, you will receive an Individual Class Share Payment, be subject to the terms of the Settlement, and be bound by the Release Class Claims as set forth in the Settlement and Notice. However, instead of using this Objection Form, you may also object to the Settlement by making an oral objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit an Exclusion Form.

To be valid, your Objection Form must be signed by you, and returned to the Settlement Administrator at the address, fax number, or email provided below, and be postmarked or have a transmission date on or before **12/15/2023**, 2023.

The nature of and basis for my objection to the proposed Settlement in the *FISHER v. SUPREME TRUCK BODIES OF CALIFORNIA, INCORPORATED* action is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**What is the Settlement Administrator’s contact information?**

Brandon Fisher and Isaac Galdamez v. Supreme Truck Bodies of California, Incorporated and Wabash National Corporation

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