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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

BRIANA ARREOLA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

FLEET SERVICES, INC., a California
Corporation; DICK VAN ECK, an individual;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: 30-2023-01316151-CU-OE-CXC
*[Assigned to Hon. Lon F. Hurwitz, Dept
CX103, for all purposes]*

**AMENDED CLASS ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

1 This Amended Class Action and California Private Attorneys' General Act of 2004 (Cal.
2 Lab. Code §§ 2698, et seq.) ("PAGA") Representative Action Settlement Agreement and
3 Release of Claims is entered into by and between Plaintiff Briana Arreola, individually and on
4 behalf of the proposed Class, and on behalf of the State of California, and Defendants Fleet
5 Services, Inc. and Dick Van Eck, and is approved as to form by their respective counsel of
6 record, subject to the terms and conditions hereof and the Court's approval.

7 **A. Definitions**

8 1. "Action" or "Lawsuit" means and refers to the case entitled *Briana Arreola v.*
9 *Fleet Services, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01316151-CU-OE-
10 CXC.

11 2. "Administrator" means and refers to ILYM Group, Inc., the third-party class
12 action settlement administrator agreed to by the Parties, that will provide the Notice Packet to the
13 Class Members and distribute the settlement amounts as described in this Agreement.

14 3. "Administration Costs" means the costs payable from the Settlement Amount to
15 the Administrator for administering this Settlement, including, but not limited to, printing and
16 mailing the Notice Packet, calculating Settlement payments, tracking documents for this
17 Settlement, tax reporting, calculation and payment to the applicable tax authorities of the
18 employee and employer share of payroll taxes, unclaimed property due diligence, reporting and
19 remittance obligations, distributing the Settlement Amount, and providing necessary reports and
20 declarations, as requested by the Parties. The Administration Costs shall be paid from the
21 Settlement Amount, including, if necessary, any costs approved by the Court in excess of the
22 amount represented by the Administrator as being the maximum costs necessary to administer
23 the Settlement.

24 4. "Aggrieved Employee(s)" means current and former nonexempt (hourly paid)
25 employees employed by Fleet Services, Inc. in California during the PAGA Period.

26 5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this
27 Amended Class Action and PAGA Representative Action Settlement Agreement and Release of
28 Claims.

6. “Class” or “Settlement Class” is the proposed settlement class defined as all current and former nonexempt (hourly paid) employees employed by Fleet Services, Inc. in California during the Class Period.

7. “Class Member(s)” refers to individual members of the Class.

8. “Class Counsel” refers to Brian Mankin and Misty Lauby of Lauby, Mankin & Lauby LLP.

9. “Class Data” means a complete list that Defendants will diligently and in good faith compile from their records and provide to the Administrator on one spreadsheet which shall include, to the extent available from Defendants’ records, for each Class Member, the individual’s full name; last known mailing address; Social Security Number; total Workweeks worked during the PAGA Period; and total Workweeks worked during the Class Period.

10. “Class Period” is deemed to be any time during the period of March 30, 2019, through April 20, 2024.

11. “Class Representative” or “Plaintiff” means and refers to Plaintiff Briana Arreola.

12. “Complaint” refers to the operative First Amended Complaint, alleging class and PAGA representative action claims, which was filed in the Orange County Superior Court on October 10, 2023.

13. “Court” means the California Superior Court, County of Orange.

14. “Defendants” means and refers to Defendants Fleet Services, Inc., and Dick Van Eck.

15. “Defendants’ Counsel” or “Defense Counsel” means and refers to Shannon R. Finley, Esq. and Jessica C. O’Malley, Esq. of Pettit Kohn Ingrassia Lutz & Dolin PC.

16. “Effective Date” means the latest of the following dates: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure section 663, then the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval of the Settlement, assuming no appeal is filed; or (iii) if a Class Member timely and properly

1 intervenes or files a motion to vacate the Judgment under Code of Civil Procedure section 663 or
2 initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution
3 of that appeal or other collateral attack (including any requests for rehearing and/or petitions for
4 *certiorari*), resulting in final judicial approval of the Settlement.

5 17. “Escalator Clause:” Defendants represent that there are approximately 104 Class
6 Members who collectively worked approximately 10,400 Workweeks in California during the
7 Class Period. As such, the Parties agree that, should the total number of workweeks exceed
8 11,440 (which is 10% more than Defendants’ representation), then the Settlement Amount shall
9 increase by \$26.44 (Settlement Amount divided by 10,400) for each additional workweek above
10 11,440.

11 18. “Final Approval” refers to the order of the Court granting Final Approval of this
12 Settlement and entering a judgment approving this Agreement on substantially the terms
13 provided herein or as may be modified by subsequent agreement of the Parties. Plaintiff shall
14 prepare the motion for final approval, and Defendants will not object to Plaintiff’s motion
15 provided it is consistent with the terms herein. Defendants’ counsel will be provided with a
16 reasonable opportunity of no less than five (5) court days to review and comment upon the draft
17 motion before it is filed, and Class Counsel agrees to reasonably consider the comments from
18 counsel for Defendants.

19 19. “Individual Class Payment” refers to each Participating Class Member’s share of
20 the Net Settlement Amount, as further discussed in Paragraph 46(c) below.

21 20. “Individual PAGA Payment” refers to the pro rata share of an Aggrieved
22 Employee’s payment from the 25% of PAGA Penalties allocated to Individual PAGA Payments
23 to the Aggrieved Employees, as further discussed in Paragraph 46(h) below.

24 21. “LWDA” means and refers to the California Labor and Workforce Development
25 Agency.

26 22. “Net Settlement Amount” is the Settlement Amount less the Attorneys’ Fees and
27 Costs Award, Service Payment to the Class Representative as awarded by the Court,
28 Administration Costs, and PAGA Penalties, as further explained in Paragraph 46(b) below.

1 23. “Notice Packet” means the Class Notice (which is a notice of proposed class and
2 representative action settlement that will be sent to the Class Members and which will advise
3 each Class Member of the Settlement, including how their Individual Class Payment, and if
4 applicable, their Individual PAGA Payment, will be calculated; Class Member rights and
5 deadlines to be excluded from the Class; and the setting of a Final Approval Hearing), the
6 Request for Exclusion Form, and Objection Form.

7 24. “PAGA Penalties” means the amount that the Parties have agreed to pay allocated
8 to PAGA civil penalties, 75% of which will be paid to the LWDA, and 25% of which will be
9 allocated for Individual PAGA Payments, as required by the PAGA.

10 25. “PAGA Period” is deemed to be any time during the period of March 30, 2022,
11 through April 20, 2024.

12 26. “Participating Class Member(s)” means any and all Class Members who do not
13 opt-out by submitting a valid Request for Exclusion. Only Participating Class Members will
14 receive an Individual Class Payment.

15 27. “Parties” mean Plaintiff and Defendants, collectively.

16 28. “Preliminary Approval Date” means the date the Court approves the Settlement
17 and enters the Preliminary Approval Order.

18 29. “Preliminary Approval Order” means the judicial order to be jointly prepared by
19 the Parties and entered by the Court, upon the motion of Plaintiff, preliminarily approving this
20 Settlement and providing for the issuance of the Notice Packet to the Class Members, an
21 opportunity to opt out of the Settlement, an opportunity to submit timely objections to the
22 Settlement, and setting a final approval hearing on the fairness of the terms of Settlement,
23 including approval of attorneys’ fees and costs. Provided that the motion is consistent with the
24 terms herein, Defendants will not object to Plaintiff’s motion for preliminary approval. Defense
25 Counsel will be provided with no less than five (5) court days to review and comment upon the
26 draft motion before it is filed, and Class Counsel agrees to reasonably consider the comments
27 from Defense Counsel. If Defendants believe the motion papers are inconsistent with the terms
28 of this Agreement and Defendants, after raising such concern with Plaintiff during the five (5)

1 court day period, believe their concerns remains unaddressed, Defendants may bring such
2 concerns to the attention of the Court concurrent with the filing of the motion.

3 30. “QSF” means the Qualified Settlement Fund set up by the Administrator which
4 the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning
5 of Treasury Regulations section 1.468B-1, *et seq.* The Parties agree the Administrator shall, in
6 establishing the account, make any such elections as necessary or advisable to carry out the
7 “relation back election” (as defined in Treasury Regulations section 1.468B-1(j)(2)(i)) back to
8 the earliest permitted date. Such elections shall be made in compliance with the procedures and
9 requirements contained in such regulations. The Parties further agree and acknowledge that, for
10 purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”), and
11 the Treasury Regulations promulgated thereunder, only the Defendants shall be treated as a
12 “transferor” (within the meaning of such term under Treasury Regulations section 1.468B-
13 1(d)(1)) with respect to the QSF.

14 31. “Released Class Claims” means the Class claims stated in the operative
15 Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay
16 minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4)
17 failure to provide rest breaks; (5) failure to reimburse business expenses; (6) failure to pay vested
18 vacation; (7) failure to timely pay final wages (including, but not limited to, unpaid sick pay); (8)
19 failure to provide accurate itemized wage statements; and (9) unfair and unlawful competition.
20 The time period governing the Released Class Claims shall be the Class Period.

21 32. “Released PAGA Claims” means the PAGA claims based on the facts stated in
22 the relevant LWDA notice letters and only to the extent that they are alleged in the operative
23 Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay
24 minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4)
25 failure to provide rest breaks; (5) failure to reimburse business expenses; (6) failure to pay vested
26 vacation; (7) failure to pay wages each pay period; (8) failure to timely pay wages upon
27 separation of employment (including, but not limited to, unpaid sick pay); (9) failure to provide
28 accurate itemized wage statements; and (10) all other claims for civil penalties recoverable under

1 the PAGA based on the facts or claims alleged in the LWDA notice letters and Complaint. The
2 time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA
3 Released Claims do not release any Aggrieved Employees' claims for wages or statutory
4 penalties.

5 33. "Released Parties" means Defendants, together with their owners, officers,
6 directors, employees, attorneys, and agents.

7 34. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 67(a)
8 below.

9 35. "Response Deadline" is 60 calendar days from the date the Notice Packet is
10 mailed to the Class Members.

11 36. "Service Payment" or "Service Award" means the amount approved by the Court
12 to be paid to Class Representative Briana Arreola in addition to her Individual Class Payment as
13 a Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

14 37. "Settlement Amount" means the total maximum amount that Defendants will be
15 required to pay under this Agreement, which is \$275,000.00, unless increased pursuant to the
16 Escalator Clause, except for Defendants' obligation to fund its share of payroll taxes on the
17 portion of Individual Class Payments that are allocated to wages, as further discussed in
18 Paragraph 46(c) below.

19 38. "Workweeks" or "Weeks Worked" means any and all workweeks during the
20 Class Period, or if applicable, the PAGA period, during which the Class Member and/or
21 Aggrieved Employee worked at least one day for Fleet Services, Inc. in California. The Parties
22 have for simplicity agreed to use workweeks for the purpose of calculating both Individual Class
23 Payments and Individual PAGA Payments.

24 **B. General Terms**

25 39. On March 30, 2023, Plaintiff filed a putative class action in the Orange County
26 Superior Court. That same day, Plaintiff sent a letter to the LWDA notifying it and Defendants
27 that Plaintiff intended to pursue claims against Defendants under the PAGA for violation of
28 California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7,

227.3, 246, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 (“LWDA Notice”). The LWDA declined to assert jurisdiction over the PAGA claims, so on October 10, 2023, Plaintiff filed the operative first amended complaint (the “Complaint”), adding PAGA claims. The Complaint alleges Class claims and PAGA claims for: (1) failure to pay minimum wages (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to reimburse business expenses; (6) failure to pay vested vacation; (7) failure to timely pay wages upon separation of employment (including, but not limited to, unpaid sick pay); (8) failure to provide accurate itemized wage statements; (9) unfair and unlawful competition; and (10) claims for PAGA penalties.

40. Defendants deny any and all liability or wrongdoing of any kind associated with the claims asserted in the Action, dispute the damages and penalties claimed by Plaintiff, and further contend that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or representative treatment.

41. Plaintiff believes that she can proceed with the representative and class claims, that the Action is meritorious, and that class certification is appropriate.

42. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting informal discovery by exchanging sampling of payroll and timekeeping records for Class Members, relevant policy documents, class size and workweek information, and information regarding average hourly rates. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members’ claims against Defendants. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

43. On February 20, 2024, Plaintiff and Defendants participated in a full-day

1 mediation with Kelly Knight, Esq., a well-respected class action wage-and-hour mediator. At
2 the conclusion of mediation, the Parties agreed to settle for the Settlement Amount and began to
3 negotiate a memorandum of understanding.

4 44. This Settlement is a compromise of disputed claims. The Parties agree that
5 neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be
6 entered pursuant to the terms of the Settlement Agreement, shall be construed as an admission by
7 Defendants of any wrongdoing or violation of any statute, law, or liability on the claims or
8 allegations in the Action.

9 45. Stipulation for Class Certification. For settlement purposes only, Defendants will
10 stipulate that the Class Members described herein may be conditionally certified as a Class. This
11 stipulation to class certification is in no way an admission that class action certification is proper
12 and shall not be admissible in this or in any other action except for the sole purposes of enforcing
13 this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties'
14 stipulation to class certification as part of the Settlement shall become null and void ab initio and
15 shall have no bearing on, and shall not be admissible in connection with, the issue of whether
16 class certification would be appropriate in a non-settlement context. Defendants expressly
17 reserve their rights and declare that they would continue to oppose class certification and the
18 substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly
19 reserves her rights and declares that she will continue to pursue class certification and a trial
20 should the Court fail to issue Final Approval.

21 **C. Terms of Settlement**

22 46. The financial terms of the Settlement are as follows:

23 (a) Settlement Amount: The Parties agree to settle this Action for the
24 Settlement Amount, unless increased pursuant to the Escalator Clause and Defendants'
25 obligation to separately pay its share of payroll taxes on the wage portion of the Individual Class
26 Payments, which is the maximum amount that will be paid by Defendants, and includes
27 Individual Class Payments, Class Counsel's Attorneys' Fees and Costs Award, the Service
28 Payment to the Class Representative, Administration Costs, and PAGA Penalties.

1 (b) Net Settlement Amount: The entire Net Settlement Amount will be paid
2 to Participating Class Members. If the Court reduces the Attorneys' Fees and Costs Award,
3 Service Award, or Administration Costs, or either increases or decreases the amount allocated to
4 the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated
5 to Participating Class Members.

6 (c) Calculation of Individual Class Payments: The Individual Class Payment
7 for each Participating Class Member will be calculated by the Administrator using the Class Data
8 provided by Defendants as follows: Compensable workweeks will be all Weeks Worked by
9 Participating Class Members during the Class Period. The dollars per compensable Workweek
10 will be calculated by dividing the total Weeks Worked by Participating Class Members into the
11 Net Settlement Amount to determine a per workweek value ("Workweek Value"). The
12 Workweek Value will be multiplied by the number of Weeks Worked by a Participating Class
13 Member during the Class Period to determine the Individual Class Payment for a Participating
14 Class Member.

15 (d) Allocation of Individual Class Payments: The Individual Class Payments
16 to Participating Class Members will be allocated as follows: 15% will be allocated as wages
17 subject to withholding of all applicable local, state, and federal taxes; and 85% will be allocated
18 for interest and statutory penalties pursuant to applicable California Labor Code sections from
19 which no taxes will be withheld. If required based on the settlement amounts, the Administrator
20 will issue to each Participating Class Member and/or Aggrieved Employee an Internal Revenue
21 Service ("IRS") Form W-2 and comparable state forms with respect to the wage allocation and a
22 Form 1099 with respect to the penalties and interest allocations.

23 (e) Service Payment to Class Representative: The amount, if any, awarded to
24 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
25 exceed \$5,000.00, in recognition of the service that Plaintiff performed on behalf of the Class
26 and in return for executing a general release with Defendants as to Class Representative's
27 Released Claims as defined below. Defendants agree not to oppose this request. The Service
28 Payment to Plaintiff will be paid out of the Settlement Amount. The Class Representative will

1 be issued an IRS Form 1099 in connection with this Service Payment. Plaintiff shall be solely
2 and legally responsible to pay all applicable taxes on this Service Payment. The Parties agree
3 that any amount awarded as the Service Payment to Plaintiff less than the requested amount shall
4 not be a basis for Class Counsel to void this Settlement Agreement. Should the Court approve a
5 lesser amount for the Service Payment, the difference shall be added to the Net Settlement
6 Amount to be distributed to the Participating Class Members.

7 (f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a
8 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the
9 Settlement Amount, plus reasonable litigation costs not to exceed \$20,000.00 ("Attorney's Fees
10 and Cost Award"). Defendants agree not to oppose any contention by Class Counsel that
11 attorneys' fees should be based on the common fund theory. The Attorney's Fees and Cost
12 Award shall be paid from the Settlement Amount, and, except for this award, Defendants shall
13 have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel.
14 Should the Court approve a lesser amount than what is sought by Class Counsel, the difference
15 shall be added to the Net Settlement Amount to be distributed to the Participating Class
16 Members. Any Court order awarding less than the amount sought by Class Counsel shall not be
17 grounds to rescind the Settlement Agreement or otherwise void the Settlement. The
18 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys'
19 fees and costs awarded by the Court.

20 (g) Administration Costs: The fees and other charges of the Administrator
21 will be paid from the Settlement Amount, not to exceed \$7,950.00, unless an increase is justified
22 by the Administrator and is agreed to by the Parties and approved by the Court.

23 (h) PAGA Penalties: The Parties agree that \$27,500.00 is allocated to PAGA
24 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
25 amount, \$20,625.00 (75%) shall be paid to the LWDA as its share of civil penalties under the
26 PAGA, and \$6,875.00 (25%) will be the total amount allocated to Individual PAGA Payments to
27 the Aggrieved Employees, which for simplicity shall be calculated and allocated pro-rata on a
28 workweek basis. The Individual PAGA Payments will be treated entirely as civil penalties and

1 shall be reported to the extent required on an IRS Form 1099. Class Counsel shall give proper
2 notice to the LWDA of the Settlement by submitting a copy of this Settlement Agreement to the
3 LWDA at the same time as they submit this Settlement Agreement to the Court for Preliminary
4 Approval, as required by California Labor Code section 2699(1)(2). Within ten (10) days
5 following the Final Approval Order, Class Counsel shall submit a copy of the Final Approval
6 Order and Judgment entered by the Court to the LWDA, as required by California Labor Code
7 section 2699(1)(3).

8 (i) Tax Liability: Class Counsel, Defendants, and Defense Counsel make no
9 representations as to the tax treatment or legal effect of settlement amounts called for hereunder,
10 and Plaintiff and the Class Members are not relying on any statement or representation by Class
11 Counsel, Defendants, or Defense Counsel in this regard. Plaintiff, Participating Class Members,
12 and Aggrieved Employees understand and agree that they will be solely responsible for the
13 payment of any taxes and penalties assessed on their respective Individual Class Payments and
14 Individual PAGA Payments, described herein. The portion of Individual Class Payments
15 deemed payment for settlement of claims for wages and expenses shall be reported on an IRS
16 Form W-2 with respect to the year of payment as wage income to the Class Member by the
17 Administrator on behalf of the QSF. The Administrator shall issue an IRS Form 1099 if required
18 for the remaining portion of the Individual Class Payment and for any Individual PAGA
19 Payment. If the Code, the regulations promulgated thereunder, or other applicable tax law, is
20 changed after the date of this Agreement, the processes set forth in this Section may be modified
21 in a manner to bring Defendants into compliance with any such changes. Plaintiff, Participating
22 Class Members, and Aggrieved Employees understand and agree that they will be solely
23 responsible for the payment of any taxes and penalties assessed on their respective payments
24 described herein.

25 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
26 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
27 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
28 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO

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

21 (k) “Non-Reversionary” Settlement. This is a “non-reversionary” settlement.
22 Under no circumstances will any portion of the Settlement Amount revert to Defendants.
23 Participating Class Members and Aggrieved Employees will not have to make a claim in order to
24 receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of
25 Individual Class Payments or Individual PAGA Payments, will be made directly to each
26 Participating Class Member and Aggrieved Employee. The Administrator shall be responsible
27 for accurately and timely reporting and remittance obligations with respect to unclaimed funds as
28 a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks

delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

(l) Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and will so represent the same to the Court.

D. Release by the Participating Class Members

47. Upon the Effective Date occurring and Defendants fully funding the Settlement Amount, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

48. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

E. Release of PAGA Claims

49. Upon the Effective Date occurring, and after the Court's Judgment is final and Defendants have fully funded the Settlement Amount, Plaintiff on behalf of herself, the LWDA, and the Aggrieved Employees will be deemed to have released and discharged the Released Parties from the Released PAGA Claims for the PAGA Period.

50. Regardless of whether a Class Member and/or Aggrieved Employee submits a valid Request for Exclusion, neither Plaintiff nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from the Released PAGA Claims.

51. It is the intent of the Parties that the Final Approval judgment shall have full equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

F. Release by Plaintiff and Class Representative

52. Class Representative does hereby, for herself and her spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, lawsuits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or

1 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based
2 upon, or relating to Class Representative's employment with Fleet Services, Inc. or the
3 termination of such employment (the "Class Representative's Released Claims").

4 53. Without limiting the generality of the foregoing, this general release by Plaintiff
5 includes all federal, state, and local statutory claims, federal, and state common law claims
6 (including but not limited to those for contract, tort, and equity), including without limitation the
7 Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil
8 Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor
9 Standards Act, the Employment Retirement Security Income Act of 1974, the California
10 Constitution, the California Fair Employment and Housing Act, the California Unfair
11 Competition Act (California Business and Professions Code section 17200 et seq.), and the
12 California Labor Code.

13 54. Plaintiff agrees that there is a risk that any injury that she may have suffered by
14 reason of the Released Parties' relationship with her might not now be known, and there is a
15 further risk that said injuries, whether known or unknown as of the date of this Settlement
16 Agreement, might possibly become progressively worse, and that as a result thereof further
17 damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and
18 discharge the Released Parties, and understands that, by the execution of this Settlement
19 Agreement, no further claims for any such injuries that existed at the time of the execution of this
20 Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time
21 period from the beginning of time to the execution of this Settlement Agreement.

22 55. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
23 Section 1542 of the Civil Code of the State of California and does so understanding and
24 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
25 of the State of California states:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
27 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
28 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE AND THAT, IF
KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY

1 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
2 OR RELEASED PARTY.

3 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
4 full and complete release and discharge of all Parties, Plaintiff expressly acknowledges that this
5 Settlement Agreement is intended to include in its effect, without limitation, all claims against
6 the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on
7 behalf of or against the other at the time of execution of this Settlement Agreement, including,
8 but not limited to, any and all claims relating to or arising from Plaintiff's employment with
9 Fleet Services, Inc. The only claims not covered by this release are claims that cannot be
10 released by private or court approved agreement under applicable law.

11 **G. Interim Stay of Proceedings**

12 56. Pending completion of all of the prerequisites necessary to effectuate this
13 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
14 except such as is necessary to effectuate the Settlement.

15 **H. Notice Process**

16 57. Appointment of Administrator. The Parties have agreed to the appointment of the
17 Administrator to perform the duties of a settlement administrator, including mailing the Notice,
18 exercising its judgment to determine the current mailing address for each Class Member,
19 including performing a skip-trace to identify any updated addresses, independently reviewing
20 and verifying documentation associated with any opt-out requests, resolving any disputes
21 regarding the calculation or application of the formula for determining the Individual Class
22 Payments and Individual PAGA Payments, issuing and mailing the settlement checks to
23 Participating Class Members and Aggrieved Employees, issuing all necessary tax forms, and
24 performing such other tasks as set forth herein or as the Parties mutually agree or that the Court
25 orders.

26 58. Additional Duties of the Administrator. The Administrator shall upload and
27 maintain on its website the following non-inclusive list of documents: the Settlement Agreement,
28 the Notice Packet, the Motion for Preliminary Approval, the Order granting Preliminary
Approval, the Motion for Final Approval, and the Order granting Final Approval. These

documents shall be accessible by the Class via URL link that will be provided in the Class Notice.

59. Disputes Regarding Administration. Any disputes not resolved by the Parties and the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will meet and confer in good faith to attempt to resolve the dispute without involving the Court.

60. Class Data. Within twenty (20) days of the entry of the Preliminary Approval Order, Defendants shall provide the Class Data to the Administrator. The Administrator will inform the Parties within five (5) days of receipt of the Class Data if the Escalator Clause has been triggered and, if so, if the Administrator will seek an adjustment of the Administration Costs. The Administrator also will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Administrator will remain confidential, will be used solely for purposes of administration of the Settlement, and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendants' express written consent, or by order of the Court. Although Class Counsel will not be provided with the Class Data, nothing herein shall prevent Class Counsel from responding to inquiries or requests from Class Members regarding the Action and Settlement.

61. Total Workweeks. At least five (5) court days prior to mailing the Notice, the Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary calculation of all payments to be paid from the Settlement Amount, including the estimated Individual Class Payments to each Class Member and Individual PAGA Payments to each Aggrieved Employee (a person's name shall be redacted and a control number used in place of the name). In the event that the total Workweeks worked by all Class Members through April 20, 2024 triggers the Escalator Clause, the Administrator shall notify the Parties.

62. Class Notice. The Class Notice, as approved by the Court, shall be sent by the Administrator to the Class Members, by first class mail, in English and Spanish, within ten (10)

1 calendar days following the Administrator's receipt of the Class Data. The Administrator shall
2 use reasonable skip trace methods to obtain forwarding addresses of Class Members if any
3 envelopes are returned.

4 63. Returned Class Notices. The Administrator will take steps to ensure that the
5 Class Notice is received by all Class Members, including utilization of the National Change of
6 Address Database maintained by the United States Postal Service to review the accuracy of and,
7 if possible, update, a mailing address. Class Notices will be re-mailed to any Class Member for
8 whom an updated address is located within ten (10) calendar days following both the
9 Administrator learning of the failed mailing and its receipt of the updated address. The re-mailed
10 Class Notice shall be identical to the original Class Notice, except that it shall notify the Class
11 Member that the exclusion (opt-out) request or objection must be returned by no later than forty-
12 five (45) days from the date of remailing.

13 64. Presumption Regarding Receipt of Notice Packet. It will be conclusively
14 presumed that if an envelope has not been returned undeliverable to the Administrator by the
15 Response Deadline that the Class Member received the Notice Packet.

16 65. Disputes Regarding Class Data. Class Members are deemed to participate in the
17 Settlement unless they opt-out. Regardless of whether any Class Members opt out of the
18 Settlement, they will still be bound by the PAGA Release if they are an Aggrieved Employee.
19 The Class Notice will inform Class Members of the number of Workweeks they worked during
20 the Class Period and, if applicable, the PAGA Period. Class Members may dispute their Weeks
21 Worked if they feel they should be credited with more Weeks Worked in the Class Period and/or
22 PAGA Period in California than Defendants' records show by timely submitting evidence to the
23 Administrator. Defendants' records will be presumed determinative absent reliable evidence to
24 rebut Defendants' records, but the Administrator will evaluate the evidence submitted by the
25 Class Member and provide the evidence submitted to Class Counsel and Defense Counsel, who
26 agree to meet and confer in good faith about the evidence to determine the Class Member's
27 actual number of Workweeks and estimated Individual Class Payment and, if applicable,
28 Individual PAGA Payment. The Administrator shall attach all disputes to its Declaration of Due

Diligence, along with any evidence submitted, and include an initial recommendation in its declaration as to the number of Workweeks to be credited for any disputing Class Members. However, the Court shall have the right to review any decision and make a final decision, which will be binding upon the Class Members and the Parties. Class Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks Worked, object, or opt out, unless extended by the Court.

66. Declaration of Due Diligence. The Administrator shall provide counsel for the Parties a declaration of due diligence and proof of mailing with regard to the mailing of the Notice within seven (7) days of the initial Response Deadline.

67. Class Members' Rights. Each Class Member will be advised of the Settlement, the ability to object to the Settlement, and the ability to request exclusion from the Class Claims. The Class Notice will inform the Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Class. Any Class Member, other than Plaintiff, may request to be excluded from the Class by submitting a Request for Exclusion Form, using the form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the Administrator and postmarked on or before the Response Deadline in order to be timely, unless the Parties otherwise agree in writing. Any such request must be made in accordance with the terms set forth in the Notice Packet. The Administrator shall attach each Request for Exclusion Form to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement as to the Class Action Settlement, including the right to object to or otherwise challenge the Settlement; (ii) will not be entitled to receive any Individual Class Payment under this Agreement; and (iii) will not be bound by the Class Action Settlement, including the Released Class Claims. Any Class Member who is an Aggrieved Employee who requests timely exclusion will still be bound by the PAGA Settlement in regards to the Released PAGA Claims to the fullest extent permitted by law and

1 will receive an Individual PAGA Payment. The Parties and their counsel shall not encourage or
2 solicit Class Members to submit requests for exclusion or objections, directly or indirectly,
3 through any means.

4 (b) Binding Effect on Participating Class Members. All Participating Class
5 Members will: (i) be bound by the terms and conditions of this Agreement, the Final Approval
6 judgment, and the releases set forth herein; and (ii) unless they object as set forth herein, will be
7 deemed to have waived all objections and oppositions to the fairness, reasonableness, and
8 adequacy of the Settlement.

9 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
10 does not submit a valid and timely Request for Exclusion Form may object to the terms of this
11 Agreement by completing an Objection Form provided within the Notice Packet. To object, the
12 Class Member must mail the Objection Form to the Administrator, postmarked by the Response
13 Deadline in order to be timely, unless the Parties otherwise agree in writing. Alternatively, the
14 Class Member may elect to make an oral objection at the Final Approval Hearing; objecting
15 Class Members are not required to file a notice of intent to appear in advance. The Court will
16 consider all oral objections made in person or through counsel at the Final Approval Hearing
17 regardless of whether a written objection has been submitted. Additionally, any objection must
18 be made in accordance with the terms set forth in the Notice Packet. The Administrator shall
19 provide any written objections to Class Counsel and Defense Counsel within three (3) days of
20 receipt, and the Administrator shall attach the same to its declaration of due diligence and file
21 with the Court prior to the Final Approval Hearing. Any Participating Class Member who files
22 an Objection Form remains eligible to receive an Individual Class Payment. Plaintiff and
23 Defendants shall not be responsible for any fees, costs, or expenses incurred by any Class
24 Member and/or their counsel related to any objections to the Settlement. Submitting an
25 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is
26 preserved by becoming a party of record by timely and properly intervening or filing a motion to
27 vacate the judgment under Code of Civil Procedure section 663.

28 (d) Failure to Object. Any Class Member who does not timely and properly

1 become a party of record by intervening or filing a motion to vacate the judgment waives any
2 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
3 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, motion
4 under California Code of Civil Procedure section 473, and extraordinary writs.

5 (e) Responses to Objections. Counsel for the Parties may jointly or separately
6 file a response to any objections submitted by any Class Members at least five (5) court days
7 before the date of the Final Approval Hearing.

8 (f) Class Members will have until the Response Deadline to submit a Request
9 for Exclusion Form or Objection Form to the Administrator by U.S. Mail. The Administrator
10 shall disclose jointly to Class Counsel and Defense Counsel on a weekly basis all Objection
11 Forms and/or Requests for Exclusion Forms that were submitted.

12 68. Funding of the Settlement Amount. Defendants shall fund the Settlement
13 Amount, plus Defendants' share of payroll taxes, within thirty (30) days of the Effective Date
14 into an account established by the Administrator.

15 69. Distribution of Funds. No later than ten (10) calendar days after the receipt of the
16 Settlement Amount and Defendants' share of payroll taxes, the Administrator shall mail the
17 Individual Class Payments to the Participating Class Members, the Individual PAGA Payments
18 to the Aggrieved Employees, the payment to Class Counsel for the Attorneys' Fees and Costs
19 Award, any Service Payment to the Class Representative, and the payment to the LWDA for
20 PAGA Penalties in accordance with the percentages set forth herein, and will pay itself the
21 Administration Costs.

22 (a) Deadline for Cashing/Depositing Settlement Checks. Participating Class
23 Members and Aggrieved Employees shall have 180 calendar days after mailing by the
24 Administrator to cash their settlement checks. The release will be binding upon all Participating
25 Class Members who do not cash their checks within the 180-day period. In the event that any
26 settlement check is returned to the Administrator within 180 days of mailing, the Administrator
27 will, within five (5) business days of receipt of the returned settlement check, perform a skip
28 trace to locate the individual and notify Defense Counsel and Class Counsel of the results. If a

new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendants, Defense Counsel, Class Counsel, Plaintiff, nor the Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event that a Participating Class Member and/or Aggrieved Employee notifies the Administrator that they believe that a settlement check has been lost or stolen, the Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Administrator will issue a replacement check. For any check is not cashed within 180 days of mailing, the check will be voided and a stop-payment will be issued, and the Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Participating Class Member and/or Aggrieved Employee.

I. Duties of the Parties Prior to the Court's Approval

70. Promptly after execution of this Agreement, Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order jointly prepared by the Parties, accomplishing the following:

- (a) Approving as to form and content the proposed Notice;
- (b) Directing the mailing of the Notice by first class mail to the Class Members;
- (c) Preliminarily approving this Settlement;
- (d) Preliminarily certifying the Class for purposes of this Settlement only;
- (e) Advising the LWDA of the proposed Settlement; and
- (f) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable, and adequate.

J. Duties of the Parties Following Court's Final Approval

71. In connection with the Final Approval Hearing provided for in this Agreement, Class Counsel shall submit a proposed Final Approval Order jointly prepared by the Parties:

- (a) Approving the Settlement, adjudging the terms thereof to be fair,

reasonable, and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Administrator for costs of administering the settlement; and

(c) Entering judgment pursuant to the Settlement.

K. Voiding the Agreement

72. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Agreement which effects a fundamental change of the Settlement, the entire Agreement shall be rendered voidable and the Parties will be restored to their respective positions as if they had not entered into the Agreement.

73. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will have no further obligations under the Settlement, including any obligation by Defendants to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or not decertified, or that this matter may proceed as a representative action; or (ii) Defendants are liable to Plaintiff or any Class Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, the Parties expressly reserve all rights.

74. If the Settlement is voided or fails for any reason, any costs incurred by the Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in this Agreement.

L. Other Terms

75. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

76. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

77. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such

1 documents and to take such other action as may reasonably be necessary to implement the terms
2 of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by
3 this Agreement and any other efforts that may become necessary by order of the Court, or
4 otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable
5 after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of
6 Defendants and Defense Counsel, take all necessary steps to secure the Court's preliminary and
7 final approval of the settlement and final entry of judgment.

8 78. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
9 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
11 cause of action, or rights released and discharged by this Agreement.

12 79. No Admission. Defendants deny any and all liability to Plaintiff, Class Members,
13 and Aggrieved Employees in this Action, as to any and all causes of action that were asserted or
14 that might have been asserted in this Action. Nonetheless, Defendants wish to settle and
15 compromise the matters at issue in the Complaint to avoid further substantial expense and the
16 inconvenience and distraction of protracted and burdensome litigation. Defendants have taken
17 into account the uncertainty and risks inherent in litigation, and without conceding the validity of
18 any claims or any infirmity in the defenses that it has asserted or could assert in the Action, has
19 determined that it is desirable and beneficial that the Complaint's claims be settled in the manner
20 and upon the terms and conditions set forth in this Agreement.

21 80. Inadmissibility of Agreement. Whether or not the Court issues the Final
22 Approval Order, nothing contained herein, nor the consummation of this Agreement, is to be
23 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
24 of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into
25 this Agreement with the intention of avoiding further disputes and litigation with the attendant
26 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
27 related documents, such as the notices, and motions for preliminary and final approval, shall,
28 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be

1 inadmissible in evidence in any proceeding, except that the Settlement may be filed and used in
2 this litigation or any related litigation as necessary to approve, interpret, or enforce this
3 Settlement, or in any subsequent action against or by Defendants to support a stay of such
4 subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith
5 settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue
6 preclusion or similar defense or counterclaim. The stipulation for class certification as part of
7 this Agreement is for settlement purposes only and if, for any reason the settlement is not
8 approved, the stipulation will be of no force or effect.

9 81. No Publicity. The Parties will not publicize the Settlement or disclose it to third
10 parties prior to the Court granting Preliminary Approval, except as required or necessary to
11 effectuate its terms and comply with law. After Preliminary Approval and the Final Approval
12 Date, Class Counsel and Class Representative agree that they will not discuss the Settlement
13 with the media, any settlement and verdict reporting service, any social media postings, or other
14 Internet postings. Nothing herein shall be construed to prevent Class Counsel from the public
15 filing of motions or other case materials in the Action related to seeking and obtaining Court
16 approval of this Settlement and the related awards of attorneys' fees and costs, or to
17 communications with Class Members or their representatives about this Settlement, including
18 through the posting of Court-filed documents on Class Counsel's websites for access solely by
19 the Class Members, or to prevent the Parties or their representatives from communicating with
20 financial or legal advisors regarding the Settlement. In response to any media inquiry, Class
21 Counsel may state only that the Action has been settled on terms mutually agreeable to the
22 Parties.

23 82. Construction. The Parties hereto agree that the terms and conditions of this
24 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
25 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
26 to which any Party or her, his, or its counsel participated in the drafting of this Agreement.
27 Plaintiff and Defendants expressly waive the common-law and statutory rule of construction that
28 ambiguities should be construed against the drafter of an agreement and further agree, covenant,

and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

83. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

84. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto or their counsel, and if necessary, approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

85. Jurisdiction of the Court. Consistent with California Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction over the Parties with respect to the interpretation, implementation, and enforcement of the Agreement.

86. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

87. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

88. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.


89. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Class Notice will advise all Class Members of the

1 binding nature of the release provided herein and such shall have the same force and effect as if
2 this Agreement were executed by each Class Member.

3 90. Counterparts. This Agreement may be executed in counterparts, and when each
4 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
5 original, and, when taken together with other signed counterparts, shall constitute one fully
6 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic
7 signatures shall have the same force and effect as an original.

8 Dated: March 26, 2025

PLAINTIFF AND CLASS REPRESENTATIVE:

9
10 
11 Briana Arreola (Mar 26, 2025 10:57 PDT)

12 Briana Arreola

13 Dated: March __, 2025

DEFENDANT FLEET SERVICES, INC.

14
15 _____
16 By: _____ (name)

17 _____ (title)

18
19 Dated: March __, 2025

DEFENDANT DICK VAN ECK

20
21 _____
22 Dick Van Eck
23
24
25
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27
28

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7 signatures shall have the same force and effect as an original.

8
9 Dated: March ____, 2025

PLAINTIFF AND CLASS REPRESENTATIVE:

10
11 _____
12 Briana Arreola

13 Dated: March 27, 2025

DEFENDANT FLEET SERVICES, INC.

14
15 
16 By: Dick Van Eck (name)

17 Vice-President (title)
18

19 Dated: March 27, 2025

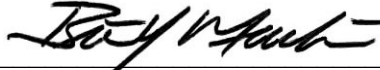
DEFENDANT DICK VAN ECK

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1 **APPROVED AS TO FORM:**

2 Dated: March 26, 2025

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

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4 

5
6 Brian J. Mankin
Attorneys for Plaintiff

7 Dated: March 25, 2025

DEFENSE COUNSEL
PETTIT KOHN INGRASSIA LUTZ & DOLIN, P.C.

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9 

10 Shannon R. Finley, Esq.
11 Jessica C. O'Malley, Esq.
12 Attorneys for Defendants
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