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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

JORGE AVALOS, ARMANDO SOTO, JESUS
OROZCO, HECTOR GARCIA, GERARDO
ZENDEJAS, JAIME GARCIA,

Plaintiff,

v.

G.I. INDUSTRIES, dba WASTE
MANAGEMENT, a corporation,

and DOES 1-10, inclusive,

Defendants.

Case No. 2:22-cv-03842-MAA

**JOINT STIPULATION OF FLSA
COLLECTIVE ACTION, CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

Complaint Filed: 06/04/2022

1 **JOINT STIPULATION OF FLSA COLLECTIVE ACTION, CLASS ACTION AND PAGA**
2 **SETTLEMENT AND RELEASE**

3 1. This Joint Stipulation of FLSA Collective Action, Class Action and PAGA Settlement
4 and Release is made and entered in the above- captioned lawsuit, *Avalos, et al. v. G.I. Industries, d/b/a*
5 *Waste Management*, Case No. 2:22-cv-03842-MAA, subject to the approval of the Court.

6 THE PARTIES STIPULATE AND AGREE as follows:

7 **DEFINITIONS**

8 2. The following terms used in this Settlement Agreement shall have the meanings
9 ascribe to them below:

10 a. “Action” shall mean the following lawsuit: *Avalos v. G.I. Industries*, Central District
11 of California Case No. 2:22-cv-03842-MAA, including the original, First Amended Complaint and
12 Second Amended Complaint described herein.

13 b. “Attorneys’ Costs” shall mean reasonable attorneys’ costs approved by the Court for
14 Class Counsel’s litigation costs actually incurred and to be incurred by Class Counsel in the Action
15 up to \$37,000. If costs exceed this amount, Class Counsel shall apply to the Court for the additional
16 cost reimbursements. Attorneys’ Costs shall be paid to Class Counsel from the Gross Settlement
17 Amount.

18 c. “Attorneys’ Fees” shall mean the attorneys’ fees agreed upon by the Parties herein and
19 approved by the Court for Class Counsel’s time and efforts in the litigation and resolution of the
20 Action, up to, but not to exceed, 1/3 of the Gross Settlement Amount. Attorneys’ Fees shall be paid to
21 Class Counsel from the Gross Settlement Amount.

22 d. “Class” and “Class Member(s)” for purposes of this Settlement shall be defined as: All
23 individuals employed by G.I. Industries at its facility in Simi Valley, California as non-exempt drivers
24 from June 4, 2018, through March 7, 2024.

25 e. “Class Counsel” shall mean Kathleen A. Brewer of Brewer Law Office, and Timothy
26 B. Sottile and Michael F. Baltaxe of Sottile Baltaxe.

27 f. “Class Period” shall mean the time period of June 4, 2018 through March 7, 2024.

28 g. “Class Representative Service Award” shall mean an award up to, but not to exceed,
29 Ten Thousand Dollars (\$10,000) to each of the Named Plaintiffs in recognition of their efforts and
30 work in prosecuting the Action on behalf of Class Members, the FLSA Collective and PAGA
31 Members, risks undertaken for the payment of costs in the event of loss, and the giving of a general
32 release of all claims. The Class Representative Service Award shall be paid from the Gross Settlement
33 Amount.

34 h. “The Court” shall mean the Central District of California – Western Division, Hon.
35 Magistrate Judge Maria A. Audero, or such other Central District of California – Western Division
36 Judge as may be assigned to hear this matter.

i. “Defendant” shall mean G.I. Industries.

j. “Effective Date” shall mean the date this Agreement becomes final and fully enforceable, and shall be the date thirty-five (35) days after entry of Judgment on this Settlement if no appeal is filed. If an appeal is filed the Settlement shall not become final, and the Effective Date shall not occur, until fifteen (15) days after either (1) the appeal is dismissed, or (2) the Judgment is affirmed on appeal and is otherwise final and no longer subject to appeal.

k. “Employer Taxes” means Defendant’s share of employer-side payroll taxes to be paid on that portion of the Participating Class Members’, FLSA Members’ and PAGA Members’ Individual Settlement Payments characterized as wages, i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge. The Employer Taxes will be paid outside of and in addition to the Gross Settlement Amount.

l. “FLSA Collective” for purposes of this Settlement shall be defined as: All individuals employed by G.I. Industries at its facility in Simi Valley, California as non-exempt drivers from June 4, 2019, through March 7, 2024.

m. “FLSA Members” for purposes of this Settlement shall be defined as: All members of the FLSA Collective who timely submit a completed Opt-In Form.

n. “FLSA Period” shall mean the time period of June 4, 2019, through March 7, 2024

o. “Gross Settlement Amount” (or “GSA”) shall mean the maximum non-reversionary amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) payable by Defendant as provided for by this Agreement.

p. “Individual Settlement Payment” means the amount each Class Member shall be entitled to receive pursuant to the Settlement. This payment will include compensation pursuant to the terms of this Agreement for all Workweeks worked during the Class Period, all Workweeks and overtime hours, as applicable, worked during the FLSA Period and the number of Pay Periods worked during the PAGA Period.

q. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) pursuant to the PAGA.

r. “Net Distribution Fund” is the Gross Settlement Amount *minus* the amounts allotted to: (1) Attorneys’ Fees, (2) Attorneys’ Costs, (3) the Class Representative Service Awards (up to \$10,000 each Class Representative), (4) the 75% of the PAGA Award to be paid to the LWDA (\$11,250), (5) the 25% of the PAGA Award to be paid to PAGA Members (\$3,750), and (6) Settlement Administration Costs. The Net Distribution Fund will be distributed to Class Members who do not timely opt-out of the California state law class portion of the Settlement and to members of the FLSA Collective who timely opt-in to the FLSA portion of the Settlement as set forth herein.

s. “Notice Packet” shall mean the Notice of Proposed FLSA Collective, Class Action and PAGA Settlement and FLSA Opt-In Form substantially in the form attached as **Exhibits A and B, respectively**.

1 t. "PAGA" shall mean the Private Attorneys General Act of 2004, California Labor Code
2 section 2698, *et seq.*

3 u. "PAGA Group" and "PAGA Members" for purposes of this Settlement shall be defined
4 as: All individuals employed by G.I. Industries at its facility in Simi Valley, California as non-exempt
drivers from March 7, 2023, through March 7, 2024.

5 v. "PAGA Period" shall mean the period of March 7, 2023 through March 7, 2024.

6 w. "PAGA Member(s)" and "PAGA Group" means those Class Members who worked
7 any time during the PAGA Period.

8 x. "PAGA Members Payment" means the twenty-five percent (25%) portion of the PAGA
9 Penalties to be paid to PAGA Members pursuant to the PAGA.

10 y. "PAGA Penalties" means civil penalties under the PAGA agreed upon by the Parties
11 and approved by the Court up to, but not to exceed, \$15,000, seventy-five percent (75%) of which will
12 be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and the
remaining twenty-five percent (25%) ("PAGA Members Payment") shall be distributed
proportionately to PAGA Members.

13 z. "Participating Class Member(s)" shall mean any Class Member who does not return a
14 valid and timely request to be excluded from the California state law class portion of the Settlement.
15 All Participating Class Members will be mailed their California state law class portion of the Net
Distribution Fund without the need to return a claim form.

16 aa. "Parties" shall mean collectively, Plaintiffs and Defendant.

17 bb. "Pay Period" shall mean any pay period in which a PAGA Member worked at least one
18 day in that pay period during the PAGA Period, excepting those dates/times taken
for vacations and leaves of absences.

19 cc. "Plaintiffs" and "Class Representative" shall mean Plaintiffs Jorge Avalos, Armando
20 Soto, Jesus Orozco, Hector Garcia, Gerardo Zendejas and Jaime Garcia.

21 dd. "Released State Law Claims" means any and all claims, debts, rights, demands,
22 obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated
23 damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief
24 against the Released Parties arising under California state law during the Class Period and alleged in
the operative Complaint, or which could have been alleged based on the facts pled in the operative
25 Complaint, including without limitation claims relating to: (i) the alleged failure to pay for all hours
26 worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay
overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages
27 that are derived from the regular rate of pay, (v) the alleged failure to compensate all time at the agreed
rate, (vi) the alleged failure to provide meal periods or pay meal period premiums at the regular rate
28 of pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged
failure to timely pay all wages owed to employees who quit or are terminated, and (ix) claims for
interest and any other claims and penalties premised on the aforementioned allegations. "Released
State Law Claims" includes all types of relief available under state law for the above-referenced claims
as well as state law claims premised on the Released FLSA Claims, including any claims for damages,

1 restitution, losses, premiums, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest,
2 injunctive relief, declaratory relief, or liquidated damages, whether under California law or any state
3 or local law or common law, including, without limitations, violations of the California Labor Code,
4 the Wage Orders, and any applicable regulations.

5 ee. "Released FLSA Claims" means any and all claims, debts, rights, demands, obligations
6 or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages,
7 punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief against the
8 Released Parties, arising under the Fair Labor Standards Act ("FLSA") and alleged in the operative
9 Complaint, or which could have been alleged based on the facts pled in the operative Complaint,
10 including without limitation FLSA claims relating to: (i) the alleged failure to pay for all hours worked,
11 (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages,
12 (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived
13 from the regular rate of pay, and (v) claims for interest and any other claims and penalties arising
14 under state and federal law premised on the aforementioned allegations. "Released FLSA Claims"
15 includes all types of relief available for the above-referenced claims, including any claims for
16 damages, restitution, losses, premiums, penalties, fines, liens, attorneys' fees, costs, expenses, debts,
17 interest, injunctive relief, declaratory relief, or liquidated damages, under federal law, including,
18 without limitations, violations of the Fair Labor Standards Act and any applicable regulations.

19 ff. "Released PAGA Claims" means all PAGA claims against the Released Parties arising
20 during the Class Period and alleged in the operative Complaint and/or Plaintiff's letter to the LWDA,
21 or which could have been alleged based on the facts pled in the operative Complaint and/or alleged in
22 Plaintiff's letter to the LWDA, including without limitation PAGA claims relating to: (i) the alleged
23 failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged
24 failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate
25 of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to compensate
26 all time at the agreed rate, (vi) the alleged failure to provide meal periods or pay meal period premiums
27 at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements,
28 (viii) the alleged failure timely pay all wages owed to employees who quit or are terminated, and (ix)
claims for interest and any other claims and penalties premised on the aforementioned allegations.,
and (x) any other PAGA claims premised on the aforementioned allegations.

gg. "Released Parties" means G.I. Industries and its past, present, and future parents,
subsidiaries, sister companies, and divisions, and their respective past, present, and future officers,
directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys
and all of their successors (including persons or entities who may acquire them in the future), assigns,
representatives, heirs, executors, and administrators and all other persons acting by, through, under or
in concert with them that could be liable.

hh. "Response Deadline" shall mean the deadline by which Class Members must postmark
and return to the Administrator signed and dated FLSA Opt-In Forms and/or Requests for Exclusion
from the California state law class portion of the Settlement, objections to the Settlement and/or
disputes concerning the number of Workweeks worked during the Class Period, the number of
Workweeks and overtime hours, as applicable, worked during the FLSA Period and the number Pay
Periods worked during the PAGA Period. The Response Deadline will be sixty (60) calendar days
from the initial mailing of the Notice Packets by the Settlement Administrator, unless the 60th day
falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the
next day on which the U.S. Postal Service is open. The Response Deadline will be extended fifteen
(15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement
Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response
Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
Deadline may also be extended by express agreement between Class Counsel and Defendant.

1
2 ii. "Settlement" or "Agreement" or "Settlement Agreement" shall mean this Joint
3 Stipulation of FLSA Collective Action, Class Action and PAGA Settlement and Release.

4 jj. "Settlement Administration Costs" means the costs allocated from the Gross Settlement
5 Amount to pay for administration of the settlement, as described in this Agreement, including required
6 tax calculations and tax reporting to the appropriate governmental entities in connection with the
7 Individual Settlement Payments (as defined above), issuing of 1099 and W-2 IRS Forms, address
8 updates through the National Change of Address database (prior to the mailing of the Notice Packets),
distributing Notice Packets, skip-tracing Notice Packets returned as undeliverable, calculating and
distributing the Individual Settlement Payments, weekly status reports, resolving disputed claims with
the aid of the Parties' counsel, and providing all reports and declarations deemed necessary by the
Parties or the Court in an amount not to exceed \$18,000.00.

9 kk. "Settlement Administrator" means IYLM Group, Inc. or any other third-party class
10 action settlement administrator agreed to by the Parties and approved by the Court for the purposes of
administering this Settlement.

11 ll. "Workweek" means any week in which a Class Member worked at least one day in that
12 week during the Class Period and/or FLSA Period, excepting those dates/times taken for vacations
13 and leaves of absences.

14 **SUMMARY OF THE LITIGATION AND SETTLEMENT**

15 3. On June 4, 2022, Plaintiffs Jorge Avalos, Armando Soto, Jesus Orozco, Hector Garcia,
16 Gerardo Zendejas and Jaime Garcia filed a representative Lawsuit against G.I. Industries and Waste
17 Management, Inc. seeking relief on behalf of themselves and all non-exempt drivers employed by
18 Defendant in California on claims for alleged violations of the Fair Labor Standards Act ("FLSA")
and alleged Labor Code violations premised on: (1) alleged failure to pay overtime wages; (2) alleged
failure to provide meal periods or pay meal period premiums at the regular rate of pay; ; (3) the alleged
failure to provide complete and accurate wage statements; (4) the alleged failure to timely pay wages
19 during employment; and, (5) the alleged failure timely pay all wages owed to employees who quit or
are terminated.

20
21 4. On May 26, 2023, Plaintiffs filed a First Amended Complaint against G.I. Industries
22 seeking relief on behalf of themselves and all non-exempt drivers employed by Defendant in
23 California on claims for alleged violations of the Fair Labor Standards Act ("FLSA") and alleged
Labor Code violations premised on: (1) alleged failure to pay overtime wages; (2) alleged failure to
24 provide meal periods or pay meal period premiums at the regular rate of pay; (3) alleged unlawful
rounding of employees' time; (4) the alleged failure to provide complete and accurate wage statements;
25 (5) the alleged failure timely pay all wages owed to employees who quit or are terminated; and, (6)
alleged failure to compensate for all time worked due to rounding.

26 5. The Parties conducted extensive formal and informal discovery in the Action, including
27 the production of Class Members' information, time and payroll records and other documents,
interrogatories, requests for production of documents, requests for admissions, and depositions. A
28 bona fide dispute existed between the Parties. The Parties recognize the issues in the Action would
likely only be resolved with further extensive and costly proceedings; recognize that further litigation

1 would cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential
2 benefits of litigation; and recognize the risk and uncertainty of the outcome inherent in any litigation.
3 Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the
4 Settlement with Defendant for the consideration and on the terms of this Settlement is fair, reasonable,
5 and adequate and is in the best interest of the Class in light of all known facts and circumstances,
6 including the risk of significant delay and defenses asserted by Defendant. While Defendant
7 specifically denies all liability in the Action, it has agreed to enter into this Settlement to avoid the
8 cost and business disruption associated with further defense of the Action.

6 6. The Parties participated in a mediation of this case on March 7, 2024, with Lisa
7 Klerman. Following the mediation session Ms. Klerman provided the Parties with a mediator's
8 proposal to fully, finally, and forever compromise and settle all claims asserted in the Action for the
9 Gross Settlement Amount. The Parties ultimately accepted the terms of the mediator's proposal. As
10 part of the Settlement, each Class Member will be informed of their right to exclude themselves from
11 the California state law portion of the Settlement, their right to opt-in to the FLSA portion of the
12 Settlement, their right to object to the non-PAGA portions of the Settlement and that in exchange for
13 their Individual Settlement Payment, each Participating Class Member will release the Released State
14 Law Claims as against the Released Parties, each FLSA Member will release the Released FLSA
15 Claims as against the Released Parties, and each PAGA Member will release the Released PAGA
16 Claims as against the Released Parties.

13 **TERMS OF THE CLASS SETTLEMENT**

14 7. Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to
15 completely resolve the Action, including the First and Second Amended Complaint, on a class-wide
16 basis. In addition to the Gross Settlement Amount, Defendant shall reimburse Class Counsel the
17 amount of \$10,000.00 for Plaintiffs' share of the mediation fees and pay the Employer Taxes due on
18 the portion of the Individual Settlement Payments allocated to wages. Under no circumstances shall
19 Defendant be obligated to pay any more than the Gross Settlement Amount, the \$10,000 mediation
20 fee and the Employer Taxes for the complete resolution of the Action, including the Second Amended
21 Complaint.

20 8. Allocation of the Gross Settlement Amount. From the Gross Settlement Amount, and
21 subject to the approval of the Court, the Parties agree to the following allocations:

21 a. Class Representative Service Award. Named Plaintiffs shall each be paid a
22 Class Representative Service Award of up to \$10,000.00 in recognition of their effort and work in
23 prosecuting the Action on behalf of Class Members, the FLSA Collective and the PAGA Group,
24 undertaking the burdens and risks for the payment of costs in the event of loss and for giving a general
25 release of all claims. The Class Representative Service Award shall be paid in addition to Plaintiffs'
26 Individual Settlement Payments, and Named Plaintiffs shall give a general release of all claims against
27 the Released Parties in exchange for the Class Representative Service Award. Named Plaintiffs shall
28 be solely and legally responsible to pay any and all applicable taxes on their Class Representative
29 Service Awards. Any portion of the Class Representative Service Award not awarded to Named
30 Plaintiffs shall remain with the Net Distribution Fund.

28 b. Settlement Administration Costs. The Settlement Administrator shall be paid
Settlement Administration Costs in an amount not to exceed Eighteen Thousand Dollars (\$18,000.00).

1
2 c. Attorneys' Fee Award. Class Counsel shall be paid Attorneys' Fees of up to
3 Two Hundred Fifty Thousand Dollars (\$250,000.00), 1/3 of the Gross Settlement Amount.

4 d. Attorneys' Costs. Class Counsel shall be paid an award for reimbursement of
5 their Attorneys' Costs in an amount of up to \$37,000.

6 e. PAGA Penalties. PAGA Penalties of \$15,000.00, of which \$11,250.00 (75%)
7 shall be paid to the LWDA and \$3,750.00 (25%) shall be paid to PAGA Members. PAGA Members
8 shall not have the right to opt out of the PAGA portion of this Settlement.

9 9. Allocation of the Net Distribution Fund and PAGA Members Payment. The Net
10 Distribution Fund and PAGA Members Payment shall both be allocated to Class Members, FLSA
11 Members and PAGA Members based on the formulas described below. Any portion of the Class
12 Representative Service Awards, the Settlement Administration Costs, the Attorneys' Fees, the
13 Attorneys' Costs and/or the PAGA Penalties not approved by the Court shall be added to the Net
14 Distribution Fund. No portion of the Net Distribution Fund shall revert to or be retained by Defendant
15 under any circumstance. The Net Distribution Fund and PAGA Members Payment shall be distributed
16 to Participating Class Members, FLSA Members and PAGA Members on a proportionate basis as
17 follows:

18 a. Payment to FLSA Members. 75% of the Net Distribution Fund shall be
19 distributed to FLSA Members and shall be distributed based on the
20 proportional amount of overtime worked by each FLSA Member during
21 the period of June 4, 2019 through March 27, 2022 (calculated as the
22 number of overtime hours each FLSA Member worked divided by the
23 total number of overtime hours worked by all FLSA Members) and the
24 proportional number of Workweeks worked by each FLSA Member
25 from March 28, 2022 through March 7, 2024 (calculated as the number
26 of Workweeks worked by each FLSA Member divided by the total
27 number of Workweeks worked by all FLSA Members). In recognition
28 of the discontinuance of Defendant's purported day rate pay plan on
March 27, 2022, 90% of the portion of the Net Distribution Fund
allocated to FLSA Members shall be distributed based on the
proportional amount of overtime worked through March 27, 2022, and
the remaining 10% shall be distributed based on the proportional
number of Workweeks worked after March 27, 2022. Any portion of
the funds allocated to FLSA Members which is not claimed by members
of the FLSA Collective opting-in to the FLSA portion of the Settlement
shall be distributed on a proportional basis to members of the FLSA
Collective who do opt-in.

b. Payment to Participating Class Members. 25% of the Net Distribution
Fund shall be distributed to Participating Class Members and shall be
distributed based on the proportional number of Workweeks worked by
each Participating Class Member during the Class Period (calculated as
the number of Workweeks worked by the Participating Class Member
divided by the total number of Workweeks worked by all Participating

Class Members). Workweeks worked up to March 27, 2022 shall be valued 10 times higher than workweeks worked after March 27, 2022 in recognition of Defendants increased meal period compliance and increased payment of meal period premiums by that date

- c. PAGA Members Payment. Each PAGA Member will receive a proportionate share of the PAGA Members Payment that is equal to (i) the number of Pay Periods he/she worked during the PAGA Period divided by (ii) the total number of Pay Periods worked by all PAGA Members during the PAGA Period.

10. Individual Settlement Payments. Participating Class Members, FLSA Members and PAGA Members shall receive an Individual Settlement Payment calculated as set forth in paragraph 9(a)-(c) above.

11. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit plan, the Individual Settlement Payments made to Participating Class Members, FLSA Members and PAGA Members, as well as any other payments made pursuant to this Settlement, shall not be construed as compensation for, nor utilized to calculate, any additional benefits under any benefit plans to which any Class Members may otherwise be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan of Defendant or pursuant to any Collective Bargaining Agreement. Unless otherwise required by any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

AMENDED PAGA NOTICE AND COMPLAINT

12. Amended PAGA Notice. Plaintiffs' counsel shall file a Notice with the LWDA to include PAGA claims for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to compensate all time at the agreed rate, (iv) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (v) the alleged failure to provide complete and accurate wage statements, (vi) the alleged failure timely pay all wages owed to employees who quit or are terminated, and (vii) claims for interest and any other claims and penalties premised on the aforementioned allegations, and (viii) any other PAGA claims premised on the aforementioned allegations. In the event the LWDA timely notifies Plaintiffs that it intends to investigate the claims in the Amended PAGA Notice, this Settlement Agreement shall be null and void.

13. Amended Complaint. Upon expiration of the sixty-five (65) day time period for receipt of a response to the PAGA Notice from the LWDA, the Parties shall stipulate to the filing of, and Plaintiffs shall file, a Second Amended Complaint alleging class and collective claims for: (1) alleged failure to pay overtime wages, including due to G.I. Industries' purported day-rate pay plan; (2) alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay; (3) alleged unlawful rounding of employees' time; (4) the alleged failure to provide complete and accurate wage statements; (5) the alleged failure timely pay all wages owed to employees who quit or are terminated; and, (6) alleged failure to compensate for all time worked; and (7) PAGA claims premised thereon. The Parties shall agree upon the form of the Second Amended Complaint. In the event the Second Amended Complaint is not allowed by the Court, this litigation shall return to the status prior to the execution of the Memorandum of Understanding, and this Agreement shall be null and void, provided that the Parties will negotiate in good faith to resolve any issues that led the Court to deny the filing of the Second Amended Complaint. In the event this Settlement does not receive final approval by the

1 Court or the Effective Date does not occur, the Parties shall stipulate to the withdrawal of the Second
2 Amended Complaint, and this litigation shall return to the status prior to the execution of the
Memorandum of Understanding.

3 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

4 14. **Preliminary Approval.** Upon filing of the Second Amended Complaint, Plaintiffs shall
5 file a Motion for Order Granting Preliminary Approval of the FLSA Collective Action, Class Action
6 and PAGA Settlement which requests the following: (i) preliminary approval of the Settlement,
7 subject only to the objections of Class Members and FLSA Members and final review by the Court;
8 (ii) certification of a collective and class for purposes of settlement only; (iii) a schedule for final
9 approval hearing regarding the proposed Settlement, including payment of Attorneys' Fees and
10 Attorneys' Costs, and Class Representative Service Award; (iv) approval as to form and content of the
11 proposed Notice Packet; (v) a schedule for the procedures for the Response Deadline; and (vi) a
12 schedule for the mailing of the Notice Packet by first class mail to the Class Members. Plaintiffs'
13 Counsel will provide counsel for Defendant with a draft of the motion for preliminary approval
including the proposed Order Granting Preliminary Approval at least seven (7) calendar days before
it is filed with the Court for Defendant's review and input. Defendant shall not oppose the Preliminary
Approval Motion and will file a declaration of non-opposition. Concurrently with the filing of the
Preliminary Approval Motion, counsel for Plaintiffs shall submit a copy of this Agreement to the
LWDA and provide proof of said submission to the Court and counsel for Defendant. Should the Court
deny preliminary approval, the Parties will act cooperatively in providing any information or
supplemental briefing requested by the Court and will negotiate in good faith to address any issues the
Court may have with the terms set forth in the Settlement Agreement and/or its Exhibits.

14 15. **Class Certification for Settlement Purposes Only.** The Parties agree to stipulate to
15 certification of the FLSA Collective and the Class for purposes of the Settlement only. If, for any
16 reason, the Settlement does not receive final approval, the stipulation to certification shall be void.
17 The Parties further agree that certification for purposes of the Settlement is not an admission that class
18 or collective action certification is proper under the standards applied to contested certification
19 motions and that this Settlement shall not be admissible in this or any other proceeding as evidence
that either: (i) a class or collective action should be certified or (ii) Defendant is liable to Plaintiffs or
any Class Member, other than according to the Settlement's terms. Defendant does not waive, and
reserves, the right to challenge the propriety of collective or class action treatment for any purpose
should the Effective Date not occur for any reason, in which Defendant's willingness to stipulate to
certification as part of this Agreement will have no bearing on and will not be admissible in connection
with any issue in the Action or any other proceeding.

20 **SETTLEMENT ADMINISTRATION**

21 16. **Settlement Administrator.** The Parties each represent that they do not have any financial
22 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
Administrator that could create a conflict of interest.

23 17. **Class Data.** Within 14 days of the Order Granting Preliminary Approval, Defendant
24 shall provide to the Settlement Administrator for each identifiable member of the Class the following
25 information: name, address, social security number, telephone number, and the number of Workweeks
26 worked during the Class Period, the number of Workweeks and overtime hours, as applicable, worked
27 during the FLSA Period and the number of Pay Periods worked during the PAGA Period based on its
28 business and payroll records ("Class Data"). The Class Data List shall also state whether the Class
Member has previously filed with the Court a consent to join the FLSA portion of the case. The Class
Data List and information shall remain confidential. The Settlement Administrator shall only use this
information to facilitate notice, administration of the Settlement, and for distribution of Individual
Settlement Payments to Participating Class Members, FLSA Members and PAGA Members. The

1 Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to
2 control and minimize the costs and expenses incurred in administration of the Settlement.

3 18. Duty to Protect Class Data. The Settlement Administrator shall represent and warrant
4 that it shall: (i) provide reasonable and appropriate administrative, physical and technical safeguards
5 for the Class Data List that it receives from Defendant; (ii) not disclose the Class Data to Class
6 Counsel, Plaintiffs, any party or third parties, including agents or subcontractors, without Defendant's
consent and keep the Class Data confidential; (iii) not disclose or otherwise use the Class Data other
than to carry out its duties as set forth herein; and (iv) promptly provide Defendant with notice if it
becomes aware that the Class Data becomes subject to unauthorized access, use, or disclosure.

7 19. Confirmation of Contact Information in the Class Data. Following receipt of the Class
8 Data from Defendant, and prior to mailing, the Settlement Administrator shall perform a search of the
9 National Change of Address Database to update and correct stale Class Member addresses. If any
10 Notice Packet is returned to the Settlement Administrator as non-deliverable on or before the Response
11 Deadline, within three days of its receipt, the Settlement Administrator shall send it promptly via
12 regular First-Class U.S. Mail to the forwarding address affixed thereto, and the Settlement
13 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding address
14 is provided, the Settlement Administrator shall promptly attempt to determine the correct address by
using a skip-trace, or other search using the name, address and/or social security number of the Class
Member involved, and shall, within three days of learning the correct address, re-mail the Notice
Packet. Should a Notice Packet associated with a currently employed Class Member be returned to the
Administrator, it shall immediately inform Defendant to obtain a more current mailing address for that
Class Member to re-mail the Notice Packet.

15 20. Notice by First-Class U.S. Mail. Within fifteen (15) business days following
16 Defendant's provision of the Class Data to the Settlement Administrator, the Administrator shall mail
17 the individualized Notice Packet by First Class U.S. Mail. The Notice Packet shall be provided in both
18 English and Spanish. Each individualized Notice of Collective Action, Class Action and PAGA
19 Settlement shall include the Class Member's number of Workweeks worked during the Class Period,
20 number of Workweeks and overtime hours worked during the FLSA Period, the number of Pay Periods
21 worked during the PAGA Period and the estimated Individual Settlement Payment amount. The Notice
22 will also inform Class Members of their right to opt-out of the California state law class portion of the
23 Settlement, that they will receive payment for the California state law class and PAGA portions of the
24 Settlement without having to submit a claim, that they may not opt-out of the PAGA portion, that they
25 must timely submit a form opting-in to the FLSA portion of the settlement in order to receive a
payment for the FLSA portion of the Settlement unless they have already opted in and that they each
will be mailed their Individual Settlement Payment at the address on file with the Administrator. The
Notice will also inform the Class Member of the manner and deadline to submit: (1) Requests for
Exclusion from the California state law class portion of the Settlement, (2) FLSA Opt-In Forms, (3)
objections to the Settlement; and (4) disputes concerning the number of Workweeks, overtime hours
and Pay Periods they are credited with. The Notice shall further inform the Class of the claims to be
released and the date, time, and place set for the Final Approval Hearing.

26 21. Disputed Workweek and/or Pay Period Information. Class Members may contact the
27 Settlement Administrator with questions regarding the number of Workweeks they have been credited
28 with during the Class Period, the number of Workweeks and overtime hours they have been credited
with during the FLSA Period and/or the number of pay periods they have been credited with during
the PAGA Period. Class Members may produce evidence to the Settlement Administrator showing

1 that such information is inaccurate. There is a rebuttable presumption that Defendant's personnel and
2 payroll records are correct, but Class Members may, should they disagree with Defendant's records,
3 provide documentation to show contrary employment dates and/or records of Workweeks, overtime
4 hours and/or Pay Periods no later than the Response Deadline. The dispute must: (i) set forth the name,
5 address, telephone number and last four digits of the social security number of the Class Member
6 submitting the dispute; (ii) be signed by the Class Member; (iii) be timely returned to the Settlement
7 Administrator; (iv) clearly state the reason(s) that the Class Member disputes the information provided
8 contained in the Notice Packet; and (v) be postmarked on or before the Response Deadline. All
9 disputes shall be decided by the Settlement Administrator within ten (10) business days of the
10 Response Deadline.

11 22. FLSA Opt-In Procedure. Only members of the FLSA Collective who timely opt-in to
12 the FLSA portion of the Settlement shall be eligible for payment for the FLSA portion of the
13 Settlement. In order to opt-in, members of the FLSA Collective must timely sign and return a
14 postmarked FLSA Opt-In Form, which shall be included (in Spanish and English) in the Notice Packet.
15 Members of the FLSA Collective who have already opted-in to the FLSA portion of the Action are
16 not required to submit an FLSA Opt-In Form in order to receive a payment for the FLSA portion of
17 the Settlement. For each FLSA Opt-In Form received by the Settlement Administrator, the
18 Administrator will confirm, by cross checking with the Class Data List, whether the person submitting
19 the form has already filed a consent to join the FLSA claim. The Administrator will take reasonable
20 steps to ensure that duplicative payments are not made due to a member of the FLSA Collective having
21 both filed a consent with the Court and submitted an FLSA Opt-In Form to the Administrator.

22 23. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
23 California state law class portion of the Settlement must sign and postmark a written Request for
24 Exclusion to the Settlement Administrator, in the manner set forth in the Notice, by the Response
25 Deadline. The Request for Exclusion must: (i) set forth the name, address, telephone number and last
26 four digits of the Social Security number of the Class Member requesting the exclusion; (ii) be signed
27 by the Class Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state that
28 the Class Member does not wish to be included in the California state law class portion of the
Settlement and does not wish to receive any payment or other benefits therefrom; and (v) be
postmarked on or before the Response Deadline. The postmark date shall be the exclusive means to
determine whether a Request for Exclusion has been timely submitted. No Request for Exclusion may
be made on behalf of a group of Class Members. Workweeks by Class Members who have submitted
a valid and timely Request for Exclusion shall be deducted from the aggregate number of Workweeks
for the California state law class portion of the Settlement. Class Members shall not have the right to
opt-out from the PAGA portion of the Settlement.

23 24. Defective Submissions. If a Class Member's FLSA Opt-In Form or Request for
24 Exclusion is defective as to any of the requirements listed herein, that Class Member shall be given an
25 opportunity to cure the defect(s). The Settlement Administrator shall mail the Class Member a cure
26 letter within three (3) business days of receiving the defective submission to advise the Class Member
27 that his or her submission is defective and that the defect must be cured to render the Request for
28 Exclusion and/or FLSA Opt-In Form valid. The Class Member shall have until (i) the Response
Deadline or (ii) ten (10) calendar days from the date of the cure letter, whichever date is later, to
postmark a completed FLSA Opt-In Form or revised Request for Exclusion. If the completed FLSA
Opt-In Form or revised Request for Exclusion is not postmarked within that period, it shall be deemed
untimely. Class Members shall be limited to one cure letter advising them of the defect(s). A Class

1 Member who submits an invalid or untimely request to be excluded will remain a Participating Class
2 Member, will receive payment for the California state law class portion of the Settlement and be bound
3 by the releases and judgment entered as set forth herein. A Class Member who submits an incomplete
4 or untimely FLSA Opt-In Form shall not be included in the FLSA Collective and shall not receive a
5 payment for the FLSA portion of the Settlement. Invalid and untimely FLSA Opt-In Forms and
6 Requests for Exclusion shall be deemed null and void.

7 25. Objection Procedures. To object to the FLSA portion of the Settlement and/or the
8 California state law class portion of the Settlement, an FLSA Member or Class Member, as applicable,
9 must postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
10 Deadline. FLSA Members and Class Members shall not have a right to object to the PAGA portion of
11 the Settlement. The Notice of Objection must be signed by the FLSA Member and/or Class Member,
12 as applicable, and contain all information required by this Settlement and as set forth in the Notice of
13 Collective Action, Class Action and PAGA Settlement, including: (i) the objector's full name,
14 signature, address, and telephone number; (ii) a written statement of all grounds for the objection
15 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
16 documents upon which the objection is based; and (iv) a statement whether the objector intends to
17 appear at the Final Approval Hearing. The postmark date shall be deemed the exclusive means for
18 determining that the Notice of Objection is timely. Only Class Members who have not opted out of
19 the California state law class portion of the Settlement may object to the California state law portion
20 of the Settlement. Only members of the FLSA collective who have timely opted-in to the FLSA
21 portion of the Settlement may object to the FLSA portion of the Settlement. Any Class Member and/or
22 FLSA Member who does not submit a timely written objection to the Settlement, or who fails to
23 otherwise comply with the specific and technical requirements of this Paragraph as provided in the
24 Notice, shall be foreclosed from objecting to the Settlement and seeking any adjudication or review of
25 the Settlement, by appeal or otherwise. FLSA Members and/or Class Members who postmark timely
26 Notices of Objection shall have a right to appear at the Final Approval Hearing in order to have their
27 objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or
28 otherwise encourage Class Members or FLSA Members to submit written objections to the Settlement
or appeal from the Final Approval and Judgment. Class Counsel shall not represent any Class Members
or FLSA Members with respect to any such objections to this Settlement. The Parties shall file all
Notices of Objection, valid or invalid, timely or untimely, with the Court in advance of the Final
Approval/Settlement Fairness Hearing. If the Court overrules the Class Member's and/or FLSA
Member's objection(s), or if the Court approves the Settlement despite any objection(s), the Class
Member will be deemed to be a Participating Class Member for purposes of the California state law
class portion or the Settlement and the FLSA Member will remain an FLSA Member, and both will
be bound by the terms of this Agreement and will be mailed their Individual Settlement Payment as
set forth herein.

26. Settlement Administrator Reports Regarding Class Member and FLSA Member
Participation. The Settlement Administrator shall provide Defendant's counsel and Class Counsel a
biweekly report that certifies the number of Class Members who have submitted valid Requests for
Exclusion, the number of objections to the Settlement, the number of completed FLSA Opt-In Forms
received, and whether any Class Member has submitted a challenge to any information contained in
their Notices. The Settlement Administrator shall provide to counsel for both Parties any updated
reports regarding the administration of the Settlement as needed or requested. Not later than fourteen
(14) days after the final Response Deadline, the Settlement Administrator will provide the Parties with
copies of all FLSA Opt-in Forms timely received from FLSA Collective Members who have not

1 previously filed consents, along with a complete and accurate list of all Participating Class Members,
2 all Class Members who opted-out of the California state law class portion of the Settlement, all FLSA
3 Members and all Class Members, and all members of the FLSA Collective who objected to the
4 Settlement.

5 27. Settlement Administrator Declaration. Not later than twenty-eight (28) court days prior
6 to the Final Approval Hearing, the Settlement Administrator will provide the Parties with its
7 declaration of due diligence setting forth its compliance with its obligations under this Agreement, the
8 number of Participating Class Members, the number of Class Members who timely submitted
9 Requests for Exclusion from the California state law class portion of the settlement, the number of
10 FLSA Members, the number of objections to the Settlement and the number of PAGA Members to be
11 filed with the Court and will supplement its declaration as needed or as requested by the Court.

12 28. Defendant's Right to Rescind. Defendant shall have, in its sole discretion, the right to
13 void and withdraw from the Settlement if, at any time prior to Final Approval, ten percent (10%) or
14 more of Class Members timely and validly submit Requests for Exclusion from the California state
15 law class portion of the Settlement. Defendant must exercise this right of rescission in writing to Class
16 Counsel within thirty (30) calendar days after the latest date any Class Member may timely submit his
17 or her Request for Exclusion. If Defendant exercise its right of rescission pursuant to this paragraph,
18 Defendant shall be responsible for all costs incurred by the Settlement Administrator.

19 FINAL APPROVAL

20 29. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
21 Response Deadline as ordered by the Court at the time of the Preliminary Approval Hearing, a Final
22 Approval Hearing shall be conducted to determine the Final Approval of the Settlement along with
23 the amounts properly payable for: (i) Individual Settlement Payments; (ii) the Class Representative
24 Service Award; (iii) Attorneys' Fees; (iv) Attorneys' Costs; (v) Settlement Administration Costs; and
25 (vi) PAGA Penalties. The Final Approval Hearing shall not be held earlier than thirty (30) calendar
26 days after the Response Deadline. Class Counsel shall be responsible for drafting all documents
27 necessary to obtain final approval and for filing timely-received FLSA Opt-in Forms (with telephone
28 numbers redacted) from members of the FLSA Collective who had not previously filed a consent with
the Court. The Motion for Order Granting Final Approval and Entering Judgment shall include Class
Counsel's application for the Class Counsel's Attorneys' Fees and Costs, the Class Representative
Service Awards, and the Administrator's expenses. A draft of such motion shall be provided to
Counsel for Defendant seven business days prior to its filing with the Court. Plaintiff agrees not to file
his motion and/or application without Defendant's review and input. The Settlement Administrator
shall maintain on its website a section for this Settlement which includes a copy of the Motion for
Preliminary Approval, along with any accompanying exhibits, and the operative Complaint. It shall
be updated after Judgment is entered with a copy of the final Judgment.

30. Judgment and Continued Jurisdiction. Concurrent with the Motion for Order Granting
Final Approval of the Collective Action, Class Action and PAGA Settlement, the Parties shall present
an Order Granting Final Approval and Entering Judgment to the Court, in a form mutually agreed to
by the Parties, for approval. After entry of the Judgment, the Court shall have continuing jurisdiction
over the Settlement as required by law, including: (i) the interpretation and enforcement of the terms
of the Settlement; (ii) settlement administration matters; and (iii) such post-Judgment matters as may
be appropriate under court rules or as set forth in this Settlement.

31. Funding of the Settlement. Within five (5) business days of the Effective Date, the
Settlement Administrator shall notify Defendant of the total amount to be funded, including the Gross
Settlement Amount and the Employer Taxes. Defendant shall transmit the Gross Settlement Amount
together with the \$10,000 mediation fee described in Paragraph 7 and the amount representing the
Employer Taxes to the Settlement Administrator within ten (10) business days of receipt of notice of
the total amount to be funded. The Administrator shall deposit the Gross Settlement Amount and the

1 \$10,000 mediation fee into a Qualified Settlement Account, from which the Settlement Administrator
2 will have the authority to distribute money in accordance with the terms of this Settlement Agreement.

3 32. No Effective Date. If there is no Effective Date: (i) the Settlement Agreement shall
4 have no force and effect and no Party shall be bound by any of its terms; (ii) Defendant shall have no
5 obligation to make any payments required under this Agreement; (iii) the Parties shall evenly distribute
6 and pay any Administration Costs incurred up until the date that the Settlement ceases to exist; and
7 (iv) the Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto
8 shall be protected as privileged settlement communications and shall be without prejudice to the rights
9 of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to
10 the date of execution of the Settlement Agreement. In such event, the Parties shall work cooperatively
11 to request a conference with the Court in which to attempt to resolve any issues that the Court has
12 raised regarding the Agreement so that it can gain the Court's approval, or alternatively, effectuate
13 their intent to resume the Action.

14 33. Distribution and Timing of Payments. Within ten (10) calendar days following receipt
15 of the Gross Settlement Amount, the \$10,000 mediation fee and the Employer Taxes, the Settlement
16 Administrator shall issue payments to: (i) Participating Class Members, (ii) FLSA Members, (iii)
17 PAGA Members, (iv) Named Plaintiffs, (v) Class Counsel, and (vi) the Labor Workforce and
18 Development Agency. Payments to Class Counsel, including the \$10,000 mediation fee, shall be made
19 as directed by Class Counsel. However, payments shall not be issued to Class Members whose Notice
20 Packets are returned as undeliverable and for whom no forwarding address can be located. Individual
21 Settlement Payments for such Class Members shall be held by the Settlement Administrator unless
22 claimed by the Class Member and shall be treated as un-cashed settlement checks payable as set forth
23 in Paragraph 34 below if unclaimed by the end of the one hundred eighty (180) calendar day period to
24 cash settlement checks as set forth below. The Settlement Administrator shall also issue a payment to
25 itself for the Court-approved amount for its services.

26 34. Un-cashed Settlement Checks. Settlement checks shall remain valid for a period of one
27 hundred eighty (180) calendar days after mailing, at which time the checks shall become null and void.
28 Thirty (30) days following the mailing of the Individual Settlement Payment checks, the Administrator
shall mail a postcard to each Participating Class Member, FLSA Member and PAGA Member whose
check is uncashed to remind them of the void date. Participating Class Members, FLSA Members and
PAGA Members who fail to cash their checks within the 180-day period shall remain bound by the
Settlement as set forth herein. Any funds represented by Individual Settlement Payment checks
remaining un-cashed for more than 180 calendar days after issuance shall be handled as follows:

- a. Second Distribution—FLSA Members. Any portion of any un-cashed Individual Settlement Payment checks that represents payment for overtime to FLSA Members will be distributed to FLSA Members who cashed their Individual Settlement Payment checks and will be apportioned in accordance with the method set forth in Paragraph 9.a. The second distribution shall be made within ten (10) days after expiration of the 180-day validity period. The Settlement Administrator shall inform each of the FLSA Members receiving a second distribution that the check for the second distribution will become void if not cashed within forty-five (45) days.
- b. Second Distribution—Participating Class Members. If the portion of un-cashed Individual Settlement Payment checks that represents payment on class claims to Participating Class Members exceeds ten percent (10%) of the Net Distribution Fund, the Settlement Administrator shall, within ten (10) days after expiration of the 180-day validity period, distribute the funds to the Participating Class Members who cashed their Individual Settlement Payment checks. The Settlement Administrator shall allocate the second distribution amounts in accordance with Paragraph 9.b. The Settlement Administrator shall inform each of the Participating Class Members receiving a second distribution that the check for the second distribution will become void if not cashed within forty-five (45) days.

c. *Cy Pres* Distribution. Any funds represented by uncashed and voided second distribution checks, whether to FLSA Members or Participating Class Members, shall be delivered to Legal Aid at Work, which is a 501(c)(3) non-profit legal services organization that assists low income working families. If there is no second distribution pursuant to subparagraph b., the portion of un-cashed Individual Settlement Payment checks that represents payment on class claims to Class Members shall be delivered to Legal Aid at Work. Should the selected *cy pres* beneficiary not be approved by the court or for any reason be unable to receive the funds, the *cy pres* distribution may be made to a similar organization upon court approval. The Parties and their counsel represent and warrant that they have no financial interest in, or involvement with, the selected *cy pres* beneficiary such that there would be a conflict of interest.

35. Administration of Taxes by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing to Named Plaintiffs, Participating Class Members, FLSA Members, PAGA Members and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator shall also be responsible for calculating and processing all payroll taxes and penalties for payment to the appropriate government authorities.

TAX TREATMENT OF SETTLEMENT AMOUNTS

36. Tax Treatment of Individual Settlement Payments. The Parties have agreed to allocate the Individual Settlement Payment as follows: for Participating Class Members and FLSA Members – 35% to wages for which an IRS W-2 Form shall be issued and 65% to interest and penalties (30% to interest and 35% to penalties) for which IRS 1099 Forms shall be issued. Employee-side payroll taxes and withholding shall be deducted from the wage portion of the payment pursuant to state and federal law. The amount of the Individual Settlement Payments attributable to the PAGA Members Payment shall be allocated as penalties for which IRS 1099 Forms shall be issued.

37. Participating Class Member, FLSA Member, PAGA Member and Plaintiff's Responsibility for Taxes. Participating Class Members, FLSA Members and PAGA Members are responsible to pay appropriate taxes due on the Individual Settlement Payments they receive, and Named Plaintiffs are responsible for paying the appropriate taxes due on the Class Representative Service Awards. All Individual Settlement Payments shall be deemed paid to such Class Members, FLSA Members and PAGA Members solely in the year in which such payments are issued. Counsel does not purport this communication to constitute tax or legal advice. If this Settlement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal or state tax issue, such advice is not intended or written to be used, and cannot be used, by any person to avoid penalties under the federal Internal Revenue Code or any state tax code. The Notice of FLSA Collective, Class Action and PAGA Settlement will advise Class Members that they shall be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Settlement Payments.

38. Class Counsel shall be issued an IRS Form 1099 for any fees and costs awarded by the Court.

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RELEASE BY THE CLASS

39. Release by Participating Class Members, FLSA Members and PAGA Members. As of the Effective Date, Named Plaintiffs and all FLSA Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) shall irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all Released FLSA Claims that accrued during the FLSA Period as set forth herein. As of the Effective Date, Named Plaintiffs and all Participating Class Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) shall irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all Released State Law Claims that accrued during the Class Period as set forth herein. As of the Effective Date, the state of California, the LWDA, Named Plaintiffs and all PAGA Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) shall irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all PAGA Released Claims that accrued during the PAGA Period as set forth herein.

40. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

41. Release by Named Plaintiffs. As of the Effective Date, Named Plaintiffs Jorge Avalos, Armando Soto, Jesus Orozco, Hector Garcia, Gerardo Zendejas and Jaime Garcia (on their own behalf and on behalf of their heirs, executors, administrators, and assigns), but not on behalf of other Class Members, knowingly and voluntarily release and forever discharge the Released Parties from any and all claims, known and unknown, asserted and unasserted, that they have or may have had against Defendant and any of the Released Parties. Such claims include, but are not limited to: breaches of contract, whether written, oral or implied; violations of any public policy; tort claims, including but not limited to intentional infliction of emotional distress and negligent infliction of emotional distress, defamation, misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages, costs, fees, or other expenses, including attorneys' fees; and any violations of the following statutes, laws, and regulations: Fair Labor Standards Act, 29 U.S.C. §§ 200, et seq., Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Americans with Disabilities Act of 1990, as amended; The Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Employment Retirement Income Security Act of 1974, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Family and

1 Medical Leave Act of 1993, as amended; the Fair Labor Standards Act; the California Fair
2 Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.; the California Family Rights Act –
3 Cal. Gov’t Code § 12945.2 et seq.; the California Unruh Civil Rights Act – Civ. Code § 51 et seq.; the
4 California Whistleblower Protection Law – Cal. Lab. Code § 1102.5; the California Occupational
5 Safety and Health Act, as amended – Cal. Lab. Code § 6300 et seq., and any applicable regulations
6 thereunder; the California Business and Professions, Civil, Government and Labor Code; the Labor
7 Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 et seq.; and any other federal,
state, or local civil employment law, statute, regulation, or ordinance capable of being released by
them, excluding any claims that cannot be released as a matter of law. To the extent the foregoing
release is a release to which California Civil Code section 1542 or similar provisions of other
applicable law may apply, Named Plaintiffs expressly waive any and all rights and benefits conferred
upon them by the provisions of California Civil Code section 1542 or similar provisions of applicable
law which are as follows:

8 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
9 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
10 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**
11 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR**
12 **HER SETTLEMENT WITH THE DEBTOR.**

13 Thus, notwithstanding the provisions of California Civil Code section 1542, and to implement
14 a full and complete release and discharge, Jorge Avalos, Armando Soto, Jesus Orozco, Hector Garcia,
15 Gerardo Zendejas and Jaime Garcia expressly acknowledge this Settlement is intended to include in
16 its effect, without limitation, all known and unknown claims, including any claims they do not know
17 or suspect to exist in their favor against the Released Parties at the time of signing this Settlement,
18 and that this Settlement contemplates the extinguishment of any such claim or claims. Jorge Avalos,
Armando Soto, Jesus Orozco, Hector Garcia, Gerardo Zendejas and Jaime Garcia acknowledge that
they may later discover facts different from or in addition to those they now knows or believe to be
true regarding the matters released or described in this Settlement, and nonetheless agree that the
releases and agreements contained in this Settlement shall remain fully effective in all respects
notwithstanding any later discovery of any different or additional facts. Jorge Avalos, Armando Soto,
Jesus Orozco, Hector Garcia, Gerardo Zendejas and Jaime Garcia assume any and all risks of any
mistake in connection with the true facts involved in the matters, disputes, or controversies described
in this Settlement or with regard to any facts now unknown to them relating to such matters.

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

21 **ADDITIONAL TERMS**

22 43. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
23 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
herein. Any Exhibits to this Settlement are an integral part of the Settlement.

24 44. No Publicity. Named Plaintiffs and Class Counsel agree not to publicize the
25 settlement, including in communications with the press; however, nothing in this Agreement shall
26 prevent Named Plaintiffs and Class Counsel from engaging in direct communications with Class
27 Members about the settlement, and nothing in this Agreement shall prevent Class Counsel from
28 identifying the Settlement on their website, so long as Class Counsel does not mention Defendant by
name and instead refers to it only as a transportation company. Class Counsel is further permitted to
discuss the Settlement, including Defendant’s name, the case number, etc. in future Court declarations
and in such communications as are reasonably necessary for purposes of meeting their responsibilities
as class representatives and Class Counsel.

1 45. Entire Agreement. This Settlement and attached Exhibits constitute the entirety of the
2 Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
3 deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625
4 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to
be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
the Parties agree that no such extrinsic oral or written representations or terms shall modify, vary or
contradict the terms of this Settlement.

5 46. Amendment or Modification. No amendment, change, or modification to this
6 Settlement shall be valid unless in writing and signed, either by the Parties or their counsel.

7 47. Authorization to Enter Into Settlement. Counsel for all Parties warrant and represent
8 they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to
9 take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
10 to effectuate its terms and to execute any other documents required to effectuate the terms of this
11 Settlement. The Parties and their counsel shall cooperate with each other and use their best efforts to
effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form
or content of any document needed to implement the Settlement, or on any supplemental provisions
that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
assistance of the Court to resolve such disagreement.

12 48. Binding on Successors and Assigns. This Settlement shall be binding upon, and inure
to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 49. California Law Governs. All terms of this Settlement and Exhibits hereto shall be
14 governed by and interpreted according to the laws of the State of California.

15 50. Execution and Counterparts. This Settlement is subject only to the execution of all
16 Parties. However, the Settlement may be executed in one or more counterparts and by DocuSign. All
17 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
shall be deemed to be one and the same instrument provided that counsel for the Parties shall
exchange among themselves original signed counterparts.

18 51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
19 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
20 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
account all relevant factors, present and potential. The Parties further acknowledge that they are each
represented by competent counsel and that they have had an opportunity to consult with their counsel
regarding the fairness and reasonableness of this Settlement.

21 52. Acknowledgement of Future Legislation. Each Party recognizes that legislation could
22 affect the outcome of the Action. The Parties, nevertheless, enter into this settlement to avoid risk of
loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.

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

25 54. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
26 certification for purposes of this Settlement only; except, however, that Named Plaintiffs or Class
27 Counsel may appeal any reduction to the Attorneys' Fees or the Attorneys' Costs below the amounts
28 they request from the Court, and either party may appeal any court order that materially alters the
Settlement terms.

1 55. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
2 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
3 In entering into this Settlement, Defendant and the Released Parties do not admit, and specifically
4 deny, that Defendant or any Released Parties violated any federal, state, or local law; violated any
5 regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations
6 or legal requirements; breached any contract; violated or breached any duty; engaged in any
7 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
8 employees. Neither this Settlement, nor any of its terms or provisions, nor any of the negotiations
connected with it, shall be construed as an admission or concession by Defendant (or any Released
Parties) of any such violations or failures to comply with any applicable law. Except as necessary in
a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions shall
not be offered or received as evidence in any action or proceeding to establish any liability or
admission on the part of Defendant (or any Released Parties) or to establish the existence of any
condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable
law.

9 56. Waiver. No waiver of any condition or covenant contained in this Settlement or failure
10 to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a
further waiver by such Party of the same or any other condition, covenant, right or remedy.

11 57. Enforcement Actions. In the event that one or more of the Parties institutes any legal
12 action or other proceeding against any other Party to enforce the provisions of this Settlement or to
13 declare rights and/or obligations under this Settlement, the successful Party Parties shall be entitled
to recover from the unsuccessful Party reasonable attorneys' fees and costs, including reasonable
expert witness fees incurred in connection with any enforcement actions.

14 58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
15 conditions of this Settlement. Accordingly, this Settlement shall not be construed more strictly against
16 one party than another merely by virtue of the fact that it may have been prepared by counsel for one
of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,
all Parties have contributed to the preparation of this Settlement.

17 59. Representation By Counsel. The Parties acknowledge that they have been represented
18 by counsel throughout all negotiations that preceded the execution of this Settlement, and that this
19 Settlement has been executed with the consent and advice of counsel. Further, Named Plaintiffs and
20 Class Counsel warrant and represent that there are no liens on the Settlement. Class Counsel also
represents that there are no attorneys who have or could have any liens with respect to any aspect of
this Settlement, or any funds received by Named Plaintiffs Jorge Avalos, Armando Soto, Jesus
Orozco, Hector Garcia, Gerardo Zendejas and Jaime Garcia.

21 60. All Terms Subject to Final Court Approval. All amounts and procedures described in
22 this Settlement herein shall be subject to final Court approval.

23 61. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
24 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
this Settlement.

25 62. Binding Agreement. The Parties warrant that they understand and have full authority
26 to enter into this Settlement, and further intend that this Settlement shall be fully enforceable and
27 binding on all parties, and agree that it shall be admissible and subject to disclosure in any proceeding
to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might
apply under federal or state law.

28 63. Notices. Unless otherwise specifically provided, all notices, demands or other
communications given shall be in writing and shall be deemed to have been duly given by the third

business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Named Plaintiffs and the Class:

Kathleen A. Brewer
BREWER LAW OFFICE
2945 Townsgate Road, Suite 200
Westlake Village, California 91361
Tel: 805.719-2731 Fax: 805.980.5789
kab@brewerlawoffice.com

Timothy B. Sottile
Michael F. Baltaxe
SOTTILE BALTAXE
28632 Roadside Drive, Suite 100
Agoura Hills, CA 91301
Tel: 818.889.0050 Fax: 818.889.6050
TSottile@SottileBaltaxe.com
MBaltaxe@SottileBaltaxe.com
nburgos@SottileBaltaxe.com

To Defendant:

David Dow
Littler Mendelson, P.C.
501 West Broadway, Suite 900
San Diego, CA 92101
ddow@littler.com

AGREED.

PLAINTIFF JORGE AVALOS

Dated: _____

Jorge Avalos

PLAINTIFF ARMANDO SOTO

Dated: _____

Armando Soto

PLAINTIFF JESUS OROZCO

Dated: _____

Jesus Orozco

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PLAINTIFF HECTOR GARCIA

Dated: _____

Hector Garcia

PLAINTIFF GERARDO ZENDEJAS

Dated: _____

Gerardo Zendejas

PLAINTIFF JAIME GARCIA

Dated: _____

Jaime Garcia


DEFENDANT G.I. INDUSTRIES

Dated: _____

By: _____
NAME: _____
TITLE: _____

APPROVED AS TO FORM:

Dated: 09/09/2024_____



Kathleen A. Brewer
Brewer Law Office
Attorneys for Plaintiffs

Dated: _____

Timothy B. Sottile
Michael F. Baltaxe
Sottile Baltaxe
Attorneys for Plaintiffs

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Dated: _____

David J. Dow
Little Mendelson, P.C.
Attorneys for Defendant

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PLAINTIFF HECTOR GARCIA

Dated: _____

Hector Garcia

PLAINTIFF GERARDO ZENDEJAS

Dated: _____

Gerardo Zendejas

PLAINTIFF JAIME GARCIA

Dated: _____

Jaime Garcia

DEFENDANT G.I. INDUSTRIES

Dated: _____

By: _____
NAME: _____
TITLE: _____

APPROVED AS TO FORM:

Dated: _____

Kathleen A. Brewer
Brewer Law Office
Attorneys for Plaintiffs

Dated: 9/9/24

Timothy B. Sottile
Timothy B. Sottile
Michael F. Baltaxe
Sottile Baltaxe
Attorneys for Plaintiffs

business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Named Plaintiffs and the Class:

Kathleen A. Brewer
BREWER LAW OFFICE
2945 Townsgate Road, Suite 200
Westlake Village, California 91361
Tel: 805.719-2731 Fax: 805.980.5789
kab@brewerlawoffice.com

Timothy B. Sottile
Michael F. Baltaxe
SOTTILE BALTAXE
28632 Roadside Drive, Suite 100
Agoura Hills, CA 91301
Tel: 818.889.0050 Fax: 818.889.6050
TSottile@SottileBaltaxe.com
MBaltaxe@SottileBaltaxe.com
nburgos@SottileBaltaxe.com

To Defendant:

David Dow
Littler Mendelson, P.C.
501 West Broadway, Suite 900
San Diego, CA 92101
ddow@littler.com

AGREED.

PLAINTIFF JORGE AVALOS

Dated: _____

Jorge Avalos

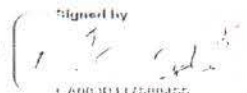
PLAINTIFF ARMANDO SOTO

Dated: _____

Armando Soto

9/9/2024

PLAINTIFF JESUS OROZCO

signed by

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Dated: _____

Jesus Orozco

business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Named Plaintiffs and the Class:

Kathleen A. Brewer
 BREWER LAW OFFICE
 2945 Townsgate Road, Suite 200
 Westlake Village, California 91361
 Tel: 805.719-2731 Fax: 805.980.5789
 kab@brewerlawoffice.com

Timothy B. Sottile
 Michael F. Baltaxe
SOTTILE BALTAXE
 28632 Roadside Drive, Suite 100
 Agoura Hills, CA 91301
 Tel: 818.889.0050 Fax: 818.889.6050
 TSottile@SottileBaltaxe.com
 MBaltaxe@SottileBaltaxe.com
 nburgos@SottileBaltaxe.com

To Defendant:

David Dow
 Littler Mendelson, P.C.
 501 West Broadway, Suite 900
 San Diego, CA 92101
 ddow@littler.com


Signed by:

 AL 2133400387429

AGREED.

9/8/2024

PLAINTIFF JORGE AVALOS

Signed by:

 20240908 14:30:00

Dated: 9/8/24

Jorge Avalos

PLAINTIFF ARMANDO SOTO

Dated: _____

Armando Soto

PLAINTIFF JESUS OROZCO

Dated: _____

Jesus Orozco

PLAINTIFF HECTOR GARCIA

Dated: 9-9-24

Hector Garcia
Hector Garcia

PLAINTIFF GERARDO ZENDEJAS

Dated: _____

Gerardo Zendejas

PLAINTIFF JAIME GARCIA

Dated: _____

Jaime Garcia

DEFENDANT G.I. INDUSTRIES

Dated: _____

By: _____
NAME: _____
TITLE: _____

APPROVED AS TO FORM:

Dated: _____

Kathleen A. Brewer
Brewer Law Office
Attorneys for Plaintiffs

Dated: _____

Timothy B. Sottile
Michael F. Baltaxe
Sottile Baltaxe
Attorneys for Plaintiffs

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PLAINTIFF HECTOR GARCIA

Dated: _____

Hector Garcia

PLAINTIFF GERARDO ZENDEJAS

Dated: _____

Gerardo Zendejas


Signed by:

13D9A75A9E344AF

PLAINTIFF JAIME GARCIA

Dated: _____

Jaime Garcia

Firmado por:

D6787023-A82B

DEFENDANT G.I. INDUSTRIES

Dated: _____

By: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM:

Dated: _____

Kathleen A. Brewer
Brewer Law Office
Attorneys for Plaintiffs

Dated: _____

Timothy B. Sottile
Michael F. Baltaxe
Sottile Baltaxe
Attorneys for Plaintiffs

Dated: _____

9/9/24



David J. Dow
Littler Mendelson, P.C.
Attorneys for Defendant

4878-4493-2014.4 / 046554-1515

EXHIBIT A
CLASS AND COLLECTIVE NOTICE

EXHIBIT A

COURT APPROVED NOTICE OF CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT

Avalos, et al. v. G.I. Industries, Case No. 2:22-cv-03842-MAA

**The Federal District Court, Central District of California authorized this Notice.
Read it carefully!**

TO: All individuals employed by G.I. Industries in California as non-exempt drivers from June 4, 2018, through March 7, 2024.

***THIS NOTICE CONTAINS IMPORTANT LEGAL INFORMATION THAT MAY AFFECT YOU
YOU ARE NOT BEING SUED***

You may be eligible to receive money from an employee class action lawsuit titled *Avalos, et al. v. G.I. Industries* for alleged wage and hour violations (“the Action”). The Action was filed by current and former employees of G.I. Industries and seeks payment of back wages and other relief for non-exempt drivers who worked for G.I. Industries from June 4, 2018, through March 7, 2024 (collectively, “Class” or “Class Members”). For the purposes of this Notice, G.I. Industries shall be referred to here as the “Company.”

The proposed Settlement has three main parts: (1) settlement of claims for unpaid overtime and other pay under the federal Fair Labor Standards Act (“FLSA”), (2) settlement of class claims under California state wage and hour law and (3) settlement of claims for civil penalties under California’s Private Attorneys General Act (“PAGA”). You may be eligible for payment as described below. You do not need to do anything to receive payment for the California state wage and hour and PAGA portions of the settlement. However, you must complete, sign and return the enclosed postage pre-paid postcard to receive payment for the FLSA portion of the Settlement if you have not already filled out and submitted a form joining in the FLSA portion of the Action.

Based on the Company’s records, and the Parties’ current assumptions, your estimated payments are as follows:

Individual FLSA Payment (less withholding): \$

Individual State Law Payment (less withholding): \$

Individual PAGA Payment: \$

The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual FLSA or PAGA Payment, then according to the Company’s records you are not eligible for one or both of those payments under the Settlement because you did not work as a driver during the period(s) applicable to those claims.)

The Court has preliminarily approved the proposed Settlement and this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do

QUESTIONS? CALL

not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys. The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires employees to give up their rights to assert certain claims against the Company.

YOUR OPTIONS	
Do Nothing	You will automatically receive payment for the California state law and PAGA portions of the Settlement. In exchange, you will give up your right to assert the California state law wage claims and PAGA claims against the Company that are covered by this Settlement.
Opt-In to the FLSA Portion of the Settlement	In order to receive payment for the FLSA portion of the Settlement you must fill out, sign and return the enclosed postage pre-paid postcard. By doing so, you will "opt-in" to the FLSA portion of the Settlement. In return, you will give up your right to assert FLSA claims against the Company that are covered by this Settlement. If you have already filled out and submitted a form asking to be part of the FLSA portion of the Action you do not need to return the enclosed postcard.
Exclude Yourself from the California State Law Portion of the Settlement	If you exclude yourself from the California state law portion of the Settlement, you will not receive payment for that part of the Settlement. You will retain the right to assert your individual California state law claims. To opt out, you must timely write to the Settlement Administrator and follow the procedures described below. You will still receive payment for the PAGA portion of the Settlement and will still receive payment for the FLSA portion of the Settlement if you opt-in to the FLSA portion of the Settlement as described above. You cannot exclude yourself from the PAGA portion of the Settlement.
Object to the California State Law and/or FLSA Portions of the Settlement	If you disagree with any aspect of the California state law or FLSA portions of the Settlement, you may assert your objections by timely writing to the Settlement Administrator and filing with the Court your objection according to the procedures described below. You must opt-in to the FLSA

	<p>portion of the Settlement in order to object to that portion of the Settlement. If you exclude yourself from the California state law portion of the Settlement, you may not object to that portion of the Settlement. If you object, you will still receive payment under the Settlement and will still be bound by the Settlement, if approved by the Court.</p>
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- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made only if the Court grants final approval of the Settlement and after appeals (if any) are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice package and why should I read this Notice?

The Company’s records indicate that you were employed by the Company at some point from June 4, 2018, through March 7, 2024. If the Court approves the Settlement your legal rights may be affected. Thus, you have a right to information about the Settlement and your legal rights. That is the intent of this notice.

2. What is this lawsuit about?

Plaintiffs Jorge Avalos, Armando Soto, Jesus Orozco, Hector Garcia, Gerardo Zendejas and Jaime Garcia (“Plaintiffs”) have asserted the following claims against the Company on behalf of current and former employees of the Company: (1) failure to pay overtime compensation under the FLSA, (2) failure to provide meal periods or pay meal period premiums at the regular rate of pay under California state law, (3) failure to provide complete and accurate wage statements under California state law, (4) failure to pay for all hours worked under California state law, including minimum wages, and including based on rounding of employee time punches, (5) failure to pay wages at the agreed-upon rate under California state law, (6) failure to timely pay all wages owed under California state law at separation of employment, (7) unfair competition under California state law and (8) PAGA penalties. These claims are referred to herein as the “Claims.”

The Company denies that the Claims are valid, denies that the Court should permit Plaintiffs to bring the Claims on behalf of current and former employees, and contends that it complied with the law at all times.

3. What is a class action?

In a class action, one or more people called the Named Plaintiffs sue on behalf of people who they allege have similar claims.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or the Company on the Claims being settled. Plaintiffs think they could win a significant amount of wages, penalties, and interest on behalf of the class if they were to obtain class certification and win at trial. On the other hand, the Company denies all liability and believes that Plaintiffs would not have won anything in the case. Both sides have agreed to the Settlement for the claims discussed below. That way, the risks and costs of trial, for both sides, are eliminated, and the Class can be provided with an immediate benefit. Plaintiffs, the Company, and their attorneys all believe that this Settlement is best for the Class and the Parties.

The Court has given its preliminary approval to this settlement as fair and reasonable to the Class and has appointed Plaintiffs to act as the Class Representatives, and for their attorneys to act as attorneys for the Class with regard to the Settlement (the “Class Counsel”). The Court has determined that these are adequate representatives for the Class.

5. How do I know if I am part of the settlement?

Everyone who fits the description below is a Class Member:

All individuals employed by G.I. Industries at its facility in Simi Valley, California as non-exempt drivers from June 4, 2018, through March 7, 2024.

6. Are there exceptions to being included?

Yes. If you want to receive payment for the FLSA portion of the Settlement you need to complete, sign and return the enclosed postage pre-paid postcard if you have not already filled out and submitted a form joining in the FLSA portion of the Action. If you do not want to receive payment for the California state law portion of the Settlement, you may opt out of that portion of the Settlement as stated in Section ___ below.

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can call the Settlement Administrator at [Number] or write to the Settlement Administrator at [address]. This is the Settlement Administrator’s mailing address for all written communications described herein. You also may contact Class Counsel identified below for more information.

QUESTIONS? CALL _____

8. How much money is the Settlement for and how is it allocated?

The Company has agreed to pay a total of \$750,000.00 to settle all Claims in this lawsuit. Class Members will be paid out of the Net Distribution Fund, which is the \$750,000.00 total settlement amount minus the following payments: (1) fees to the Settlement Administrator (estimated at up to \$18,000.00) for the costs of administrating the Settlement; (2) the costs of litigation as approved by the Court in an amount not to exceed \$37,000.00; (3) PAGA penalties of \$15,000.00, including a payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties; (4) service awards to Plaintiffs not to exceed \$10,000.00 each for serving as the Class Representatives and assisting in prosecuting the case; and (5) attorneys’ fees up to the amount approved by the Court, not to exceed 1/3 (\$250,000.00) of the total settlement amount.

The Net Distribution Fund will be allocated to Class Members as described below.

- FLSA Claim. 75% of the Net Distribution Fund shall be allocated to the settlement of FLSA claims and shall be distributed based on the proportional amount of overtime worked by each Class Member during the period of June 4, 2019, through March 27, 2022 (calculated as the number of overtime hours each driver worked during that time period divided by the total number of overtime hours worked by all drivers during that time period) and the proportional number of workweeks worked by each Class Member from March 28, 2022, through March 7, 2024 (calculated as the number of workweeks worked by each Class Member during that time period divided by the total number of workweeks worked by all Class Members during that time period). In recognition of the Company’s change in overtime pay calculation method on March 27, 2022, 90% of the portion of the Net Distribution Fund allocated to the FLSA claim shall be distributed based on the proportional amount of overtime worked through March 27, 2022, and the remaining 10% shall be distributed based on the proportional number of Workweeks worked after March 27, 2022. Any portion of the funds allocated to the FLSA claim which is not claimed by Class Members who opt-in to the FLSA portion of the Settlement shall be distributed on a proportional basis to Class Members who do opt-in to the FLSA portion of the Settlement.
- California State Law Claims. 25% of the Net Distribution Fund shall be allocated to the settlement of the California state law claims and shall be distributed to Class Members who do not exclude themselves from the California state law portion of the Settlement based on the proportional number of workweeks worked by each Class Member who does not exclude themselves during the period of June 4, 2018, through March 7, 2024 (calculated as the number of workweeks worked by the Class Member divided by the total number of workweeks worked by all Class Members who do not exclude themselves). Workweeks worked up to March 27, 2022, shall be valued 10 times higher than workweeks worked after March 27, 2022, in recognition of the Company’s increased meal period compliance and increased payment of meal period premiums by that date.

Of the PAGA penalties, \$3,750.00 will be paid to Class Members based on the proportional number of pay periods worked by each Class Member during the period of March 7, 2023, through March 7, 2024 (calculated as the number of pay periods worked by the Class Member divided by the total number of pay periods worked by all Class Members during that time period).

9. For how long will checks be valid and what happens to uncashed checks?

The checks issued to Class Members will be valid for 180 days from the date they are mailed. After 180 days, the checks will become null and void.

Uncashed checks that become null and void will be handled in two different ways. If the uncashed checks included overtime compensation on the FLSA claim, that amount will be distributed to the Class Members who cashed their first check and who opted-in to the FLSA portion of the settlement. If the uncashed checks included payment on the California State law claims, the uncashed amount may be distributed as a second check to the Class Members if the total amount is high enough to financially justify a second distribution.

Any second check distributed for either FLSA claims or California State law claims will be valid for 45 days from the date of mailing and will become null and void if not cashed after 45 days.

If funds from uncashed checks still remain after second distributions, those funds will be delivered to a charitable organization called Legal Aid at Work, which helps low income working families.

10. What information is used to calculate my payment?

Based on Defendant's records, your overtime hours, workweeks and pay periods, as applicable, are as follows:

You worked ___ workweeks during the period of June 4, 2018, through March 27, 2022.

You worked ___ workweeks during the period of March 28, 2022, through March 7, 2024.

You worked ___ overtime hours during the period of June 4, 2019, through March 27, 2022.

You worked ___ pay periods during the period of March 7, 2023, through March 7, 2024.

If you disagree with the workweek, overtime or pay period calculations above, you must notify the Settlement Administrator by writing to them at the address in paragraph ___. You must sign your notification, and include your full name, address, telephone number, last four digits of your social security number, the reason(s) that you dispute the information, and all supporting documentation. Your notification must be postmarked no later than **[60 days from mailing]**. The Settlement Administrator will make a final decision.

Your total Settlement payment is estimated to be \$ _____. This amount could change, depending on how many Class Members exclude themselves from the California state law portion of the Settlement, opt-in to the FLSA portion of the Settlement and/or rulings of the Court.

Of your Settlement payment 65% of the amount attributable to the FLSA and California state law portions of the Settlement will be reported as "1099" miscellaneous income by the Settlement Administrator to federal and state tax authorities, and 35% will be reported as "W-2" income subject to withholdings, deductions and contributions in relation to wage payments. The

withholding rate for the W-2 income may not be the same as you have used but is a customary one used in class action settlements. The entirety of the amount of your Settlement payment attributable to the PAGA claim shall be allocated to penalties for which an IRS 1099 Form shall be issued. You are responsible for all employee tax liability in relation to payment to you under the Settlement. This Notice is not tax advice. Do not ask Class Counsel, or the Company or its counsel for tax advice, as they will not provide it. They are not responsible for the tax advice. You should consult your own tax advisor.

11. How can I get a payment?

You do not need to do anything to receive a settlement payment for the California state law and PAGA portions of the Settlement. However, it is important that you immediately notify the Settlement Administrator if your mailing address is different from the address to which this Notice was sent.

In order to receive a settlement payment for the FLSA portion of the Settlement you must complete, sign and return the enclosed postage pre-paid postcard unless you have already filled out and submitted a form joining in the FLSA portion of the Action. By doing so you will opt-in to the FLSA portion of the Settlement. The postcard must be postmarked no later than [60 days from mailing]. If you have already filled out and submitted a form joining in the FLSA portion of the Action, do not send the enclosed postcard. If you are unsure whether you have already opted-in to the FLSA portion of the Action, you can call the Settlement Administrator at [Number] or write to the Settlement Administrator at [address].

12. When will I receive a payment?

Payments will be distributed pursuant to a schedule established by the Settlement and by the Court. Presently, the expected date of payment is estimated to be [redacted]. This could change depending on factors influencing the Settlement Administrator's tasks, any objections to the Settlement, any appeals, and/or actions by the Court.

13. What am I giving up to get a payment?

California state law release. Upon the Settlement becoming effective, each member of the Class (except those who properly exclude themselves from the California state law portion of the Settlement) on behalf of each of them and each of their heirs, executors, administrators, and assigns, will release G.I. Industries and its past, present, and future parents, subsidiaries, sister companies, and divisions, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable (the "Released Parties") from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums,

penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief arising under California state law from June 4, 2018, through March 7, 2024, and alleged in the operative Complaint, or which could have been alleged based on the facts pled in the operative Complaint, including without limitation claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to compensate all time at the agreed rate, (vi) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged failure to timely pay all wages owed to employees who quit or are terminated, and (ix) claims for interest and any other claims and penalties premised on the aforementioned allegations. This release includes all types of relief available under state law for the above-referenced claims as well as state law claims premised on the released FLSA claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under California law or any state or local law or common law, including, without limitations, violations of the California Labor Code, the Wage Orders, and any applicable regulations. .

FLSA Release. Upon the Settlement becoming effective, each member of the Class who timely opts-in to the FLSA portion of the Settlement on behalf of each of them and each of their heirs, executors, administrators, and assigns, will release the Released Parties from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief arising under the FLSA and alleged in the operative Complaint, or which could have been alleged based on the facts pled in the operative Complaint, including without limitation FLSA claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, and (v) claims for interest and any other claims and penalties arising under state and federal law premised on the aforementioned allegations. This release includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, under federal law, including, without limitations, violations of the FLSA and any applicable regulations.

PAGA Release. Upon the Settlement becoming effective, the state of California and each member of the Class on behalf of each of them and each of their heirs, executors, administrators, and assigns, will release the Released Parties from any and all PAGA claims arising during the period of March 7, 2023, through March 7, 2024 and alleged in the operative Complaint and/or Plaintiff's letter to the LWDA, or which could have been alleged based on the facts pled in the operative Complaint and/or alleged in Plaintiff's letter to the LWDA, including without limitation PAGA claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to compensate all time at the agreed rate, (vi) the alleged failure to

provide meal periods or pay meal period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged failure timely pay all wages owed to employees who quit or are terminated, and (ix) claims for interest and any other claims and penalties premised on the aforementioned allegations., and (x) any other PAGA claims premised on the aforementioned allegations.

14. How do I opt out of the California state law portion of the settlement?

To exclude yourself from the California state law portion of the Settlement, you must send a signed letter by mail to the Class Administrator stating words to the effect that you want to be excluded from that portion of the Settlement. You must also include your name, mailing address, telephone number, and the last four digits of your social security number. Your exclusion request must be postmarked no later than [60 days from mailing] and sent to the Settlement Administrator at the address in paragraph ____.

If you exclude yourself from the California state law portion of the Settlement, you will not receive any money from the Net Distribution Fund for that part of the Settlement. You also cannot object to that part of the Settlement, and you will not be legally bound by that part of the Settlement. You do not have the right to opt-out from the PAGA portion of the Settlement.

15. If I don't exclude myself, can I sue the Released Parties for the same thing later?

Not as to the California state law claims that are covered by this Settlement. Unless you exclude yourself from the California state law portion of the settlement, you give up any right to sue the Released Parties for the California state law claims that this Settlement resolves. If you have a pending lawsuit for the same California state law claims that are being settled against the Released Parties, speak to your lawyer in that case immediately. You must exclude yourself from the California state law claims in *this* case to continue your own lawsuit if it involves the same California state law claims.

If you do not opt-in to the FLSA portion of the Settlement then you may pursue your own FLSA claims against the Company.

16. If I exclude myself from the California state law portion of the Settlement can I get money from this Settlement?

If you exclude yourself from the California state law portion of the Settlement, you will not receive any money for that portion of the Settlement, you cannot object to that portion of the Settlement, and you will not be legally bound by that portion of the Settlement if approved. You will still have the option of opting-in to the FLSA portion of the Settlement.

17. Who is my lawyer if I am included in the Class?

The Court has appointed as Class Counsel the following attorneys: Kathleen A. Brewer of Brewer Law Office, 2945 Townsgate Road, Suite 200, Westlake Village, CA 91361, (805) 719-2731, kab@brewerlawoffice.com, and Timothy B. Sottile and Michael F. Baltaxe of Sottile Baltaxe, 288632 Roadside Drive, Suite 100, Agoura Hills, CA, 91301, (818) 980-5789, TSottile@SottileBaltaxe.com, MBaltaxe@SottileBaltaxe.com. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about this Settlement, you may contact Class Counsel.

18. How do I object to the Settlement going forward?

If you do not like the Settlement, you may file an objection and provide reasons why the Court should not approve the Settlement. You can't ask the Court to order a different settlement because the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

To object to the California state law portion of the Settlement, you must postmark a valid Notice of Objection to the Settlement Administrator on or before the **Response Deadline**. To object to the FLSA portion of the Settlement you must also opt-in to the FLSA portion of the Settlement by completing, signing and returning the enclosed postage pre-paid postcard. Both the postcard and any objection must be mailed on or before the **Response Deadline**. Any objection must be in writing and signed. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers should include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector intends to appear at the Final Approval Hearing.

The Parties will file all Notices of Objection with the Court in advance of the Final Approval Hearing.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and costs, the service payments to Plaintiffs, and any and all other aspects of the Settlement. Likewise, even if you file an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Settlement is not finally approved by the Court.

19. What Is the difference between objecting and opting out of the California state law portion of the Settlement?

Objecting is simply saying that you do not like something about the California state law portion of the Settlement and do not want it approved. Opting out is saying that you do not want to participate in that part of the Settlement. If you opt out of that part of the Settlement, you have no basis to object because that part of the Settlement no longer affects you.

20. When and where will the Court decide whether to approve the settlement

The Court will hold a Final Approval Hearing at _____ on _____, [insert court information]. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval to the Settlement.

The Final Approval Hearing may be continued without further notice to Class Members. You are advised to check the settlement website at [INSERT LINK TO WEBSITE PROVIDED BY ADMINISTRATOR] to confirm that the date has not been changed.

21. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. You are welcome to come at your own expense. If you properly submit an objection, you don't have to come to Court to talk about it. As long as you properly submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot appear and speak at the hearing if you opt out of the California state law portion of the Settlement and you do not opt-in to the FLSA portion of the Settlement.

23. What happens if I do nothing at all?

If you do nothing, or fail to act timely, you will receive your share of the Net Settlement Fund for the California state law portion of the Settlement and your share of the PAGA penalties, but you will be barred from pursuing the released California state law claims described in paragraph _____. If you do nothing you will not receive payment for the FLSA portion of the Settlement, unless you have already filled out and submitted a form joining in the FLSA portion of the Action. If you have not already joined the FLSA action, to receive payment for the FLSA portion of the Settlement you must timely complete, sign and mail the enclosed postage pre-paid opt-in postcard. If you do so, you will receive payment for the FLSA portion of the Settlement and will be barred from pursuing the released FLSA claims described in paragraph 13.

24. No retaliation from the Company if you are included in the Class, opt out to be excluded from Class

California law makes it unlawful to retaliate against an employee for participating in a lawsuit like this one.

25. Are there more details about the settlement?

This Notice is intended as a summary and does not fully describe this action, the claims, the defenses, or the proposed Settlement, which is subject to the terms and conditions of the Settlement Agreement filed with the Court and as preliminarily approved by the Court. For further information, you may call or contact the Settlement Administrator (see paragraph __ for contact information) or Class Counsel (see paragraph __ for contact information).

The Settlement Administrator also maintains a website at which some important documents in this case are available. The link to the website is [insert].

You may also obtain more information by accessing the Court docket in this case through the United States District Court Central District of California website and entering the case number or by visiting the Clerk's Office at 255 East Temple Street, Los Angeles, CA, 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR DEFENDANT OR THEIR COUNSEL WITH INQUIRIES.

Date: _____

This Notice has been approved by the Magistrate Judge of the United States District Court for the Central District of California who is responsible for overseeing and deciding this case.

QUESTIONS? CALL _____

EXHIBIT B

FLSA Settlement Opt-In Form

I hereby opt-in to the case *Avalos, et al. v. G.I. Industries*, Case No. 22-cv-03842, for purposes of the settlement of claims under the Fair Labor Standards Act, 29 U.S.C. §201, et, seq. I am or was employed by G.I. Industries as an hourly truck driver and hereby authorize the attorneys representing the named Plaintiffs to represent me for purposes of settlement of the FLSA claims in this lawsuit.

Printed Name: _____

Telephone Number: _____

Dated: _____

Signature

Must be mailed by [date]