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Attorneys for Plaintiff Johnell Harris Jr.,

Individually and on behalf of all others similarly situated.

*[Additional counsel listed on following page]*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF VENTURA**

JOHNELL HARRIS JR., individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

VENTURE TRANSPORT, LLC; and DOES 1  
through 20, inclusive,

Defendants.

Case No. 56-2022-00564747-CU-OE-VTA

*Assigned for All Purposes to:*

*Hon. Henry Walsh*

*Dept. 42*

**JOINT STIPULATION OF SETTLEMENT**

**SEYFARTH SHAW LLP SEYFARTH SHAW LLP**  
CHRISTIAN J. ROWLEY, SBN 187293  
560 Mission St., 31st Floor  
San Francisco, CA 94105  
Email: crowley@seyfarth.com

Attorneys for Defendant Venture Transport, LLC

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of  
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be  
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein  
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of  
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Johnell Harris Jr. (“Named  
7 Plaintiff”) and the Class Members, on the one hand, and Defendant Venture Transport LLC  
8 (“Defendant”), on the other hand. Named Plaintiff and Defendant collectively are referred to in this  
9 Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and  
11 concluded by agreement of Defendant to pay the settlement amount of Four Hundred Thirty  
12 Thousand Dollars (\$430,000) as provided in Section 3.06(a) below (“Gross Settlement Amount”)  
13 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,  
14 including but not limited to, a release of all claims by Named Plaintiff and the Class Members as set  
15 forth herein.

## 16 ARTICLE I

### 17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the  
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Johnell Harris Jr., individually and*  
21 *on behalf of all others similarly situated v. Venture Transport LLC*, and DOES 1 through 20,  
22 inclusive,” Case No. 56-2022-00564747-CU-OE-VTA, commenced on April 13, 2022, in the  
23 Superior Court of the State of California for the County of Ventura.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached  
25 Exhibit(s).

26 c. “Class” means all non-exempt employees who worked for Defendant in California at  
27 any time during the Class Period.

28 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

AEGIS LAW FIRM, PC  
Kashif Haque  
Samuel A. Wong  
Jessica L. Campbell  
Ali Carlsen  
Joseph M. Szilagyi  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

e. "Class List" means a list based on Defendant's business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. "Class Member(s)" means all members of the Class.

g. "Class Period" means October 16, 2017 through September 7, 2023.

h. "Court" means the California Superior Court for the County of Ventura, where the Action is currently pending.

i. "Date of Finality" means the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of Ventura (the "Court"), or other court assuming jurisdiction of the Action, and (ii) the Court's Judgment approving the Settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court, or, (ii) if a petition for review is filed, the date of the California Supreme Court denies the petition for review or decides not to respond and take no action, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

j. "Defendant" means Defendant Venture Transport, LLC.

k. "Defense Counsel" means counsel for Defendant:

SEYFARTH SHAW LLP  
Christian J. Rowley  
560 Mission St., 31st Floor

San Francisco, CA 94105

1. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means Four Hundred Thirty Thousand Dollars (\$430,000) to be paid by Defendant as provided by this Agreement to settle this Action. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive Award, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

o. “Incentive Award” means a monetary amount of up to Ten Thousand Dollars (\$10,000.00) for the Named Plaintiff, subject to Court approval, in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. “LWDA” means The State of California Labor and Workforce Development Agency.

r. “LWDA Payment” means 75% of the \$40,000 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

s. “Motion for Final Approval” means Plaintiff’s submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of

1 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and  
2 to enter a Final Order in this Action.

3 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,  
4 including any evidence as may be required for the Court to grant preliminary approval of the  
5 Settlement as required by Rule 3.769 of the California Rules of Court.

6 u. "Named Plaintiff" means Johnell Harris Jr.

7 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved  
8 administration costs, Class Counsels' attorney's fees and costs, Incentive Award, and LWDA  
9 Payment, pursuant to Section 3.06(a)-(f) below.

10 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the  
11 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant  
12 to Section 3.04(b) below.

13 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form  
14 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

15 y. "PAGA" means the California Private Attorneys General Act of 2004, which is  
16 codified in California Labor Code §§ 2698 *et seq.*

17 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount  
18 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have  
19 agreed that the PAGA Settlement Amount is Forty Thousand Dollars (\$40,000), subject to Court  
20 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the  
21 remaining 25% will be distributed to PAGA Group Members.

22 aa. "PAGA Group Members" means all Class Members employed by Defendant at any  
23 time between February 7, 2021 through September 7, 2023 ("PAGA Period").

24 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely  
25 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net  
26 Settlement Amount automatically without the need to return a claim form. Each Participating Class  
27 Member will be paid his/her Individual Settlement Payment.

1 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the  
2 Settlement embodied in this Agreement.

3 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury  
4 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
5 Administrator for the benefit of Participating Class Members.

6 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked  
7 for Defendant as non-exempt employees during the Class Period.

8 ff. "Released Parties" means Defendant and all of its present and former parent  
9 companies, subsidiaries, affiliates, shareholders, officers, directors, employees, agents, servants,  
10 registered representatives, attorneys, insurers, successors and assigns.

11 gg. "Response Deadline" means the deadline by which Class Members must postmark or  
12 fax to the Settlement Administrator requests for exclusion or written notices of objection. The  
13 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet  
14 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or  
15 federal holiday, in which case the Response Deadline will be extended to the next day on which the  
16 U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a  
17 re-mailing.

18 hh. "Settlement Administration Costs" means all costs incurred by the Settlement  
19 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to  
20 the class, calculation of Individual Settlement Payments, generation of Individual Settlement  
21 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation  
22 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Incentive Award,  
23 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement  
24 Amount.

25 ii. "Settlement Administrator" means ILYM which the Parties have agreed will be  
26 responsible for the administration of the Individual Settlement Payments to be made by Defendant  
27 from the Gross Settlement Amount and related matters under this Agreement.

28

## ARTICLE II

### **CONTINGENT NATURE OF THE AGREEMENT**

#### **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not



1 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
2 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a  
3 resolution, the Parties agree to seek the assistance of mediator David A. Rotman to resolve the  
4 dispute.

### 5 **ARTICLE III**

#### 6 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

7 The procedure for obtaining Court approval of and implementing this Agreement shall be as  
8 follows:

##### 9 **Section 3.01: Amended Complaint**

10 Pursuant to stipulation of the Parties, Named Plaintiff shall file an amended Complaint adding  
11 a claim for violation of the California Private Attorneys' General Act, Cal. Lab. Code § 2698 *et seq.*,  
12 the scope of which conforms to the Released PAGA Claims. The amended Complaint shall further  
13 conform the definition of "Aggrieved Employees" to the definition of "PAGA Group Members" set  
14 forth in this Agreement. The Parties' stipulation shall further excuse Defendant from answering or  
15 otherwise responding to the amended Complaint unless and until the Court denies approval of the  
16 Settlement.

##### 17 **Section 3.02: Motion for Conditional Class Certification and Preliminary Approval**

18 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the  
19 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.  
20 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary  
21 Approval Date." Class Counsel shall endeavor to file the Motion for Preliminary within Thirty (30)  
22 calendar days of the full execution of this Agreement. Plaintiff shall provide Defendant with a draft  
23 of his Motion for Preliminary Approval at least seven (7) calendar days prior to filing so that  
24 Defendant can review and make comments on the motion. Plaintiff shall incorporate Defendant's  
25 comments to the extent they are consistent with this Settlement Agreement. Defendant agrees not to  
26 oppose Plaintiff's Motion for Preliminary Approval to the extent it comports with this Settlement  
27 Agreement.

**Section 3.03: The Settlement Administrator**

The Parties have chosen ILYM to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks and distributing them to Participating Class Members, establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

**Section 3.04: Notice to Class Members**

No later than Twenty-One (21) calendar days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a "Class List" in electronic format based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, their dates of employment and weeks worked during the Class Period.

Within ten (10) business days of receiving a Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the

1 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate  
2 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of  
3 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the  
4 Settlement Administrator will check all Class Member addresses against the National Change of  
5 Address database and shall update any addresses before mailing. The Settlement Administrator will  
6 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a  
7 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall  
8 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of  
9 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.  
10 Class Members shall not be required to submit claim forms in order to receive a proportional share  
11 of the Net Settlement Amount.

12 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
13 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
14 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
15 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
16 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
17 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties  
18 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
19 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
20 Individual Settlement Payments to all Participating Class Members.

21 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
22 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
23 status report provided to the Parties.

24 In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar  
25 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class  
26 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class  
27 Member's Individual Settlement Payment during the check cashing period on behalf of the Class  
28 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and

Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(g) below.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

### **Section 3.05: Responses to Notice**

#### **Class Member Disputes**

If any Class Member or PAGA Group Member disagrees with Defendant's records as to his or her Qualifying Workweeks worked during the Class Period and/or the PAGA Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and/or PAGA Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member or PAGA Group Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties and the Settlement Administrator will work in good faith to resolve it. If the Parties and the Settlement Administrator are unable to resolve the dispute, the Court will be the final arbiter of the Qualifying Workweeks for each Class Member or PAGA Group Member during the Class Period and/or PAGA Period, respectively, based on the information provided to it.

#### **a. Requests for Exclusion from Class**

The right to opt out of the Settlement shall only apply to the Released Class Claims and not the Released PAGA Claims. In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after

1 the Settlement Administrator re-mails the Notice Packet to the Class Member, whichever is later).  
2 The Notice Packet shall contain instructions on how to validly exclude himself or herself from the  
3 Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion.  
4 The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was  
5 postmarked, shall be conclusively determined according to the records of the Settlement  
6 Administrator. Any Class Member who timely and validly requests exclusion from the Class and this  
7 Settlement will not be entitled to any Individual Settlement Payment, except for his or her Individual  
8 PAGA Settlement Payment (if any), will not be bound by the terms and conditions of this Agreement  
9 (except that he or she will remain bound by the release of the PAGA Released Claims), and will not  
10 have any right to object, appeal, or comment thereon.

11 Any Class Member who fails to timely submit a request for exclusion shall automatically be  
12 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are  
13 determined by the Court's Final Order Approving Settlement of Class Action, and by the other  
14 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action  
15 and/or released in this Agreement will be extinguished. Although a Class Member might not receive  
16 the Notice Packet, and might not timely submit a request for exclusion because of inability to locate  
17 the Class Member's current address, that Class Member shall nonetheless be bound by this  
18 Agreement.

19 **b. Objections to Settlement**

20 The right to object to the Settlement shall only apply to the Released Class Claims and not  
21 the Released PAGA Claims. For any Class Member to object to this Agreement, or any term of it,  
22 the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and  
23 should send to the Settlement Administrator, postmarked or faxed no later than the Response  
24 Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class  
25 Member, whichever is later), a written statement of the grounds of objection, signed by the objecting  
26 Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing  
27 of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively  
28 determined according to the records of the Settlement Administrator. The Settlement Administrator

1 shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business  
2 days of receipt. Class Members may also appear at the final approval hearing to object. The Court  
3 retains final authority with respect to the consideration and admissibility of any Class Member  
4 objections. Although a Class Member might not receive the Notice Packet, and might not timely  
5 submit an objection because of inability to locate the Class Member's current address, that Class  
6 Member shall nonetheless be bound by this Agreement. Only an objector has the right to appeal the  
7 Judgment, if the Judgment is in accord with this Agreement. The Class Representative and Class  
8 Counsel hereby waive any right to appeal any judgment, ruling, or order in this Action, including,  
9 without limitation, any Final Approval Order and any Judgment in the Action. This waiver includes  
10 all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a  
11 motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment  
12 therefore will become non-appealable at the time it is entered. The waiver of appeal does not include  
13 any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.

14 **c. Encouragement of Class Members**

15 The Parties to this Agreement and the counsel representing such Parties shall not, directly or  
16 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from  
17 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from  
18 Class Members.

19 **d. Right of Plaintiff to Adjust Gross Settlement Amount**

20 Defendant has estimated the number of Qualifying Workweeks to be 16,000 between October  
21 16, 2017 and June 9, 2023. If the number of Qualifying Workweeks increases by more than Ten  
22 Percent (10%) (which is more than 17,600 Qualifying Workweeks) as of the end of the Class Period,  
23 the Gross Settlement Amount shall increase in proportion to the increase in workweeks greater than  
24 Ten Percent (10%).

25 **e. Right of Defendant to Terminate Settlement**

26 If more than ten percent (10%) of the Class Members opt out of the Settlement by submitting  
27 valid and timely requests for exclusion, Defendant shall have the sole and absolute discretion to  
28 rescind/void the Settlement Agreement within fifteen (15) business days after the Administrator

1 notifies the Parties of the final number of valid Requests for Exclusion. Defendant agrees to meet  
2 and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement.  
3 In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide  
4 written notice of such rescission to Class Counsel. Upon such timely written notice, the Settlement  
5 Agreement shall become null and void and have no further force or effect. The Parties specifically  
6 agree not to solicit opt-outs, directly or indirectly, through any means. In the event Defendant  
7 rescinds the settlement, Defendant shall be solely responsible for any fees and costs incurred by the  
8 Settlement Administrator.

9 **Section 3.06: Final Fairness and Approval Hearing**

10 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final  
11 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement  
12 and determine whether the Court should give it final approval, and (2) consider any objections made  
13 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the  
14 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a  
15 Proposed Final Order Approving Settlement of Class Action. Named Plaintiff shall provide  
16 Defendant with a draft of his Motion for Final Approval at least Seven (7) days prior to filing so that  
17 Defendant can review and make comments on the motion. Named Plaintiff shall incorporate  
18 Defendant's comments to the extent they are consistent with this Settlement Agreement.

19 **Section 3.07: Settlement Payment Procedures**

20 **a. Settlement Amount**

21 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the  
22 Gross Settlement Amount in the amount of Four Hundred Thirty Thousand Dollars (\$430,000),  
23 subject to a pro rata increase under the condition set forth in Section 3.04(d). The Gross Settlement  
24 Amount includes all Individual Settlement Amounts to Participating Class Members, all  
25 administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the  
26 Incentive Award.

27 Within thirty (30) calendar days of the Date of Finality, Defendant shall transfer the Gross  
28 Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a

1 QSF established by the Settlement Administrator either directly or by sending the funds to the  
2 Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these  
3 funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class  
4 Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and the Settlement  
5 Administration Costs.

6 Within thirty (30) calendar days after receiving the settlement funds, funding the Gross  
7 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments  
8 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the  
9 Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement  
10 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a  
11 search based on the National Change of Address Database to update and correct for any known or  
12 identifiable address changes.

13 **b. Payment of Attorneys' Fees and Costs**

14 Class Counsel shall submit an application for an award of attorneys' fees of up to thirty-five  
15 percent (35%) of the Gross Settlement Amount, which, based on the current Gross Settlement  
16 Amount, is One Hundred Fifty Thousand And Five Hundred Dollars and Zero Cents (\$150,500.00).  
17 Class Counsel shall submit an application for an award of costs not to exceed Twenty-Five Thousand  
18 Dollars (\$25,000.00). Such application for attorneys' fees and costs shall be heard by the Court at  
19 the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such  
20 application in these amounts. Class Counsel shall serve Defendant with copies of all documents  
21 submitted in support of their application for an award of attorneys' fees and costs.

22 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
23 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
24 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,  
25 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
26 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
27 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
28 will be reallocated to the Net Settlement Amount. The Court's approval of the attorneys' fees and



costs in the amounts requested is not a material term of this Agreement. If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect and the difference will remain part of the Net Settlement Amount.

**c. Payment of Settlement Administration Costs**

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Four Thousand Six Hundred Fifty Dollars (\$4,650.00). If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect. The amount of Settlement Administration Costs is not a material term of this Agreement. If this Agreement is not finally effectuated, then any Administrative Costs incurred to date will be paid in equal parts by Defendant and Named Plaintiff, except if Defendant exercises its right to abrogate the Agreement, Defendant shall be responsible for payment of all Settlement Administration Costs incurred.

**d. Payment of Incentive Award to Named Plaintiff**

Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten Thousand Dollars (\$10,000.00), the request for which Defendant will not object to or oppose. The Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court approves less than the amount of incentive award that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Incentive Award represents payment to Named Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing authorities as required by law. The Court's approval of the Incentive Award is a not material term of this Agreement. If the Court does not approve or approves only a lesser amount than that requested for the Incentive Award, then the other terms of this Agreement shall still remain in effect.

**e. Payment to the Labor and Workforce Development Agency**

1 In consideration of claims made under PAGA, Class Counsel will request that the Court  
2 approve allocation of Forty Thousand Dollars (\$40,000) of the Gross Settlement Amount to these  
3 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and  
4 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid  
5 to the PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement  
6 Amount will be paid out of the Gross Settlement Amount. Any change in the requested PAGA  
7 Settlement Amount is not a material term of this Agreement. If the Court approves a lesser or greater  
8 amount than that requested, the other terms of this Agreement shall still remain in effect. However,  
9 some approval of a PAGA Settlement Amount is a material term of the Settlement and this  
10 Agreement. If the Court does not approve a PAGA Settlement Amount, then the entire Agreement  
11 will be, at Defendant's sole discretion, void and unenforceable. In the event Defendant exercises this  
12 option, then the Administrative Costs shall be borne by Defendant.

13 **f. Payment of Individual Settlement Payments to Participating Class Members**

14 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
15 Payments. The Parties agree that the Net Settlement Amount shall be divided between all  
16 Participating Class Members in proportion to the number of individual Qualifying Workweeks for  
17 each Class Member. To calculate the minimum amount each Class Member will receive based on  
18 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total  
19 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated  
20 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class  
21 Member's approximate Individual Settlement Payment amount will be included in his or her Notice  
22 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to  
23 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the  
24 individual Qualifying Workweeks worked during the Class Period by each Participating Class  
25 Member.

26 The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided  
27 between all PAGA Group Members in proportion to the number of Qualifying Workweeks that each  
28 PAGA Group Member worked during the PAGA Period. To calculate the minimum amount each

1 PAGA Group Member will receive based on their individual Qualifying Workweeks, 25% of the  
2 PAGA Settlement Amount (or \$10,000) will be divided by the total number of Qualifying  
3 Workweeks by all PAGA Group Members during the PAGA Period and then allocated on a pro rata  
4 basis. Qualifying Workweeks will be rounded up to the next whole integer. Each PAGA Group  
5 Member's approximate Individual PAGA Settlement Payment will be included in his or her Notice  
6 Packet. After final approval by the Court, the PAGA Settlement Amount will be dispersed to all  
7 PAGA Group Members on a pro rata basis based on the number of Qualifying Workweeks worked  
8 during the PAGA Period by each PAGA Group Member.

9 Each Individual Settlement Payment will represent wages and penalties allocated using the  
10 following formula: One-third (1/3) allocated to wages; Two-thirds (2/3) allocated to interest,  
11 penalties, liquidated damages and/or unreimbursed business expenses. Payments for the PAGA  
12 Settlement Amount will be allocated as 100% penalties. The amounts paid as wages shall be subject  
13 to all tax withholdings customarily made from an employee's wages and all other authorized and  
14 required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid  
15 separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and  
16 interest shall be subject to all authorized and required withholdings other than the tax withholdings  
17 customarily made from employees' wages and shall be reported by IRS 1099 forms. The Court's  
18 approval of the tax allocation of Individual Settlement Payments is not a material term of this  
19 Agreement. If the Court does not approve or approves a different allocation, then the other terms of  
20 this Agreement shall still remain in effect.

21 No opinion regarding the tax consequences of this Settlement to any individual Class Member  
22 is being given, or will be given, by Defendant, Defense Counsel, any other Released Party, or Class  
23 Counsel. Class Members must consult their own tax advisors regarding the tax consequences of this  
24 Settlement, including but not limited to any payments provided or tax reporting obligations. Class  
25 Members shall be solely responsible for paying all other applicable taxes on their respective  
26 Individual Settlement Payments and shall indemnify and hold harmless Defendant and the Released  
27 Parties from any claim or liability for taxes, penalties, or interest arising as a result of Individual  
28 Settlement Payments. The Court's approval of the tax allocation of Individual Settlement Payments

1 is not a material term of this Agreement. If the Court does not approve or approves a different  
2 allocation, then the other terms of this Agreement shall still remain in effect.

3 No later than ten (10) business days after receiving the Gross Settlement Amount from  
4 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual  
5 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the  
6 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee  
7 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
8 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the  
9 extent required by law for the interest and penalty portions of the Individual Settlement Payments.  
10 Participating Class Members shall have 180 days from the date their Individual Settlement Payment  
11 checks and Individual PAGA Settlement Payment checks are dated to cash their Settlement checks.  
12 Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the  
13 uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the  
14 Class Member for whom the funds are designated.

15 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
16 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
17 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address  
18 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
19 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
20 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller  
21 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

22 **g. No Credit Toward Benefit Plans.**

23 The Individual Settlement Payments made to Participating Class Members under this  
24 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
25 calculate any additional benefits under any benefit plans to which any Class Members may be  
26 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
27 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'  
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intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

#### **ARTICLE IV**

#### **LIMITATIONS ON USE OF THIS SETTLEMENT**

##### **Section 4.01: No Admission**

Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendant. Any statements by Defendant in this Agreement are made for settlement purposes only.

##### **Section 4.02: Non-Evidentiary Use**

Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

##### **Section 4.03: Nullification**

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all

Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

## **ARTICLE V**

### **RELEASES**

#### **Section 5.01: Released Claims by Participating Class Members**

Upon the date Defendant transfers the Gross Settlement Amount to the Settlement Administrator, Named Plaintiff and Participating Class Members will release Released Parties from those claims alleged in all versions of the complaints filed in the Action, as well as all any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that were or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action and in the letter submitted to the Labor and Workforce Development Agency ("LWDA") by Named Plaintiff, regardless of theory of recovery, including: claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 223, 226, 226.2, 226.7, 227.3, 246, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the California IWC Wage Orders; the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*); and California Business and Professions Code section 17200, *et seq.* (the "Released Class Claims"). Participating Class Members shall further agree to waive their right to pursue individual lawsuits as to any of the Released Class Claims against the Released Parties to the extent such Released Class Claims accrued during the Class Period.

Neither the Settlement Agreement nor any amounts paid to Plaintiff and Participating Class Members under the Settlement Agreement will modify any previously credited hours or service under

any employee benefit plan, policy, or bonus program sponsored by Defendant. The release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

**Section 5.02: Released Claims by PAGA Group Members**

Upon the date Defendant transfers the entire Gross Settlement Amount to the Settlement Administrator, the State of California and PAGA Group Members release the Released Parties any and all PAGA claims and causes of action of whatever kind or nature which occurred during the PAGA Period that were or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action and in the LWDA Letter submitted to the LWDA by Named Plaintiff, regardless of theory of recovery, including but not limited to, any alleged violations of or relief under California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.2, 226.3, 226.7, 246, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, regardless of whether PAGA Group Members opt out of the Class Settlement.

Neither the Settlement Agreement nor any amounts paid to PAGA Group Members under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. The release as to the State of California and PAGA Group Members only covers claims that arise under the Private Attorneys General Act, and does not cover an PAGA Group Members' individual Labor Code claims. The release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA Period.

**Section 5.03: Named Plaintiff's Release of Unknown Claims**

Upon the date of funding the Gross Settlement Amount, Named Plaintiff waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Named Plaintiff's employment with Defendant, whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement, including, without limitation, claims for discrimination, harassment, or retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 et seq., the

1 California Fair Employment and Housing Act, California Gov't Code Section 12900 et seq., or any  
2 claims for violation of public policy, or claims arising from the California Labor Code and the FLSA..

3 Section 1542 of the California Civil Code provides as follows:

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

8 Plaintiff's general release provided herein is made with an express waiver and relinquishment  
9 of any claim, right, or benefit under California Civil Code § 1542 and only applies to claims that may  
10 be released as a matter of law. This release also does not include future claims that arise after final  
11 approval.

## 12 ARTICLE VI

### 13 MISCELLANEOUS PROVISIONS

#### 14 **Section 6.01: Amendments or Modification**

15 The terms and provisions of this Agreement may be amended or modified only by an express  
16 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,  
17 and approved by the Court.

#### 18 **Section 6.02: Assignment**

19 None of the rights, commitments, or obligations recognized under this Agreement may be  
20 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written  
21 consent of each other Party and their respective counsel. The representations, warranties, covenants,  
22 and agreements contained in this Agreement are for the sole benefit of the Parties under this  
23 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

#### 24 **Section 6.03: Governing Law**

25 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties  
26 shall be determined, in accordance with the laws of the State of California, without regard to conflicts  
27 of laws.



1           **Section 6.04: Entire Agreement**

2           This Agreement, including the Exhibits referred to herein, which form an integral part hereof,  
3 contains the entire understanding of the Parties with respect to the subject matter contained herein.  
4 In case of any conflict between text contained in Articles I through VI of this Agreement and text  
5 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be  
6 controlling, unless the Exhibits are changed by or in response to a Court order. There are no  
7 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject  
8 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement  
9 supersedes all prior agreements and understandings among the Parties with respect to the settlement  
10 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of  
11 prior agreements or proposals.

12           **Section 6.05: Waiver of Compliance**

13           Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
14 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
15 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
16 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
17 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
18 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

19           **Section 6.06: Counterparts and Fax/PDF Signatures**

20           This Agreement, and any amendments hereto, may be executed in any number of counterparts  
21 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
22 executed and delivered shall be deemed to be an original. All counterparts taken together shall  
23 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original  
24 signature.

25           **Section 6.07: Meet and Confer Regarding Disputes**

26           Should any dispute arise among the Parties or their respective counsel regarding the  
27 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
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representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

**Section 6.08: Agreement Binding on Successors**

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

**Section 6.09: Cooperation in Drafting**

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

**Section 6.10: Fair and Reasonable Settlement**

The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiation and in the context of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is and is consistent with public policy, and fully complies with applicable law.

**Section 6.11: Headings**

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

**Section 6.12: Notice**

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

*To Named Plaintiff and the Class:*

AEGIS LAW FIRM, PC  
Kashif Haque  
Samuel A. Wong  
Jessica L. Campbell  
Ali Carlsen  
Joseph M. Szilagyi  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618

1 Telephone: (949) 379-6250  
2 Facsimile: (949) 379-6251

3 And

4 *To Defendant:*

5 SEYFARTH SHAW LLP SEYFARTH SHAW LLP  
6 Christian J. Rowley  
7 560 Mission St., 31st Floor  
8 San Francisco, CA 94105

9 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

10 To the extent consistent with class action procedure, this Agreement shall be enforceable by  
11 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court  
12 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the  
13 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the  
14 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall  
15 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest  
16 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more  
17 of the Parties institutes any legal action or other proceeding against any other Party or Parties to  
18 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover  
19 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness  
20 fees incurred in connection with any enforcement actions.

21 **Section 6.14: Mutual Full Cooperation**

22 The Parties agree fully to cooperate with each other to accomplish the terms of this  
23 Agreement, including but not limited to the execution of such documents, and the taking of such  
24 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
25 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its  
26 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
27 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
28 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

1           **Section 6.15: Authorization to Act**

2           Class Counsel warrants and represents that they are authorized by Named Plaintiff, and  
3 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action  
4 required to effectuate the terms of this Agreement, except for signing documents, including but not  
5 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant  
6 represents and warrants that the individual executing this Agreement on its behalf has the full right,  
7 power, and authority to enter into this Agreement and to carry out the transactions contemplated  
8 herein.

9           **Section 6.16: No Reliance on Representations**

10          The Parties have made such investigation of the facts and the law pertaining to the matters  
11 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
12 on any statement, promise, or representation of fact or law, made by any of the other parties, or any  
13 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
14 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect  
15 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
16 herein, have been made to any party concerning this Agreement.

17          **Section 6.17: Materiality of Terms**

18          Except as otherwise stated herein, each substantive term of this Agreement is material and  
19 has been relied upon by the Parties in entering into this Agreement. If the Court does not approve  
20 any substantive term, or if the Court effects a material change to the Agreement—such as increasing  
21 any amount that Defendant must pay—then the entire Agreement will be, at Defendant's sole  
22 discretion, void and unenforceable. Where this Agreement states that a term is not material, then the  
23 Court's refusal to approve that term leaves all the other terms of the Agreement in effect, and does  
24 not give Class Counsel or any Class Member any basis to abrogate this Agreement.

25          **Section 6.18: No Tax Advice**

26          Neither Class Counsel nor Defense Counsel intend anything contained in this Agreement to  
27 constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon  
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1 as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10,  
2 as amended) or otherwise.

3 **Section 6.19: No Impact on Employee Benefits**

4 No payment made under this Agreement shall be considered as compensation or hours  
5 worked or hours paid for purposes of determining eligibility, vesting, participation, or contributions  
6 with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan"  
7 means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income  
8 Security Act of 1974 ("ERISA"), 29 U.S.C. section 1002(3). The term also includes any 401(k) or  
9 403(b) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing,  
10 retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred  
11 compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether  
12 any such plan is considered an ERISA employee benefit plan.

13 **Section 6.20: Invalidity of Any Provision**

14 Before declaring any provision of this Agreement invalid, the Court shall first attempt to  
15 construe the provisions valid to the fullest extent possible consistent so as to render all provisions of  
16 this Agreement enforceable.

17 **Section 6.21: No Prior Assignments or Undisclosed Liens**

18 Named Plaintiff and Class Counsel represent that they have not assigned, transferred,  
19 conveyed, or otherwise disposed of any Released Claim or claim to attorneys' fees and costs award  
20 to be paid under this Agreement. Named Plaintiff and Class Counsel further represent and warrant  
21 that there are not any liens or claims against any amount that Defendant is to pay under this  
22 Agreement. Named Plaintiff and Class Counsel agree to defend, to indemnify, and to hold Defendant  
23 harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable  
24 attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

25 **Section 6.21: Waiver of Right to Request Exclusion by Named Plaintiff**

26 Named Plaintiff by signing this Agreement, agrees not to request exclusion from the  
27 Settlement. The Class Representative, by signing this Agreement, further represents that he has no  
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objection to the terms of the Agreement and that he believes the terms to be fair, reasonable and adequate.

**Section 6.22: Confidential Information**

Class Counsel will destroy all confidential documents and information provided by Defendant within Sixty (60) calendar days after the completion of the administration of this Agreement, upon written request by Defendant's Counsel. Class Counsel further agree that none of the information provided by Defendant shall be used for any purpose other than prosecution of this Action.

**Section 6.23: Publicity**

Neither Named Plaintiff nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion resulting in or the existence of this Settlement Agreement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter or any other social media, prior to preliminary approval. Intentional proven breach of this provision shall entitle Defendant to liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per proven breach, up to a cap of Five Thousand Dollars (\$5,000.00). This provision does not apply to any publications ordered by the Court, nor does it apply to declarations Class Counsel submits in other cases establishing their qualifications.

**Section 6.24: Interim Stay of the Action**

Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court's approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: 12/06/2023

JOHNELL HARRIS JR.

By:   
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Named Plaintiff

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

VENTURE TRANSPORT, LLC

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**APPROVED AS TO FORM ONLY:**

Dated: 12/6/2023

**AEGIS LAW FIRM, PC**

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

Kashif Haque  
Jessica L. Campbell  
Lisa B. Iturriaga  
Joseph M. Szilagyi

Attorneys for Named Plaintiff Johnell Harris Jr.

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

**SEYFARTH SHAW LLP**

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

Christian J. Rowley  
Attorneys for Defendant  
Venture Transport, LLC

Dated:

10-28-2023

VENTURE TRANSPORT, LLC

By:

(Signature)

(Printed Name)

(Title)

**APPROVED AS TO FORM ONLY:**

Dated:

AEGIS LAW FIRM, PC

By:

Kashif Haque

Jessica L. Campbell

Lisa B. Iturriaga

Joseph M. Szilagyi

Attorneys for Named Plaintiff Johnell Harris Jr.

Dated:

December 4, 2023

SEYFARTH SHAW LLP

By:

Christian J. Rowley

Attorneys for Defendant

Venture Transport, LLC



# **EXHIBIT A**

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

Harris Jr. v. Venture Transport, LLC Case No. 56-2022-00564747

*The Superior Court for the State of California authorized this Notice. Read it Carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Venture Transport, LLC (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee Johnell Harris Jr. (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (October 16, 2017 to September 7, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (February 7, 2021 to September 7, 2023) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendant’s records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>  <b>The Opt-out Deadline is _____</b>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.  You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
<b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>  <b>Written Objections Must be Submitted by _____</b>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
<b>You Can Participate in the _____ Final Approval Hearing</b>	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
<b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b>  <b>Written Challenges Must be Submitted by _____</b>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages to piece-rate workers for rest breaks, wages due during employment, wages due upon separation of employment, failure to reimburse business expenses, failing to provide meal periods, rest breaks and accurate itemized wage statements and violation of business and professions code §§ 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, Ali S. Carlsen, Joseph M. Szilagyi and Lisa B. Iturriaga from Aegis Law Firm, PC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator a retired judge in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed

claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant Will Pay \$430,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$150,500.00 (thirty-five percent (35%) of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$4,650.00 to the Administrator for services administering the Settlement.
  - D. Up to \$40,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment to taxable wages (“Wage Portion”) and two-third (2/3) to e.g., interest, etc. (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the

Operative Complaint, and the PAGA Notice and ascertained in the course of the Action.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until \_\_\_\_\_ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### **5. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this**



**Notice has the Administrator's contact information.**

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Johnell Harris Jr. v. Venture Transport, LLC, and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by \_\_\_\_\_, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the \_\_\_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website \_\_\_\_\_ (url) \_\_\_\_\_ or the Court's website <https://ventura.ecourt.com/public-portal/>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Johnell Harris Jr. v. Venture Transport, LLC and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at (time) \_\_\_\_\_ in Department 42 of the Ventura Superior Court, located at 800 South Victoria Avenue, Ventura, CA 93009. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to \_\_\_\_\_ (specify entity) \_\_\_\_\_'s website at \_\_\_\_\_ (url) \_\_\_\_\_. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://ventura.ecourt.com/public-portal/>) and entering the Case Number for the Action, Case No. 56-2022-00564747.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

#### Class Counsel:

Name of Attorney: Kashif Haque, Samuel Wong, Jessica L. Campbell, Ali S. Carlsen, Joseph M. Szilagyi and Lisa B. Iturriaga

Email Address: [jszilagyi@aegislawfirm.com](mailto:jszilagyi@aegislawfirm.com)

Name of Firm: Aegis Law Firm, PC

Mailing Address: 9811 Irvine Center Drive, Suite 100

Telephone: (949) 379-6250

#### Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

## **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund \_\_\_\_\_ for instructions on how to retrieve the funds.

## **11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.