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6 Attorneys for Plaintiff  
MARIA JIMENEZ individually,  
7 and on behalf of others similarly  
situated  
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES**

12 MARIA JIMENEZ, individually, and on behalf  
of others similarly situated

13 Plaintiff,

14 vs.

15 BLUE AND YELLOW TAXI GROUP, INC.,  
16 a California Corporation; L.A. CHECKER  
CAB COMPANY, INC., a California  
17 Corporation; GLOBAL PARATRANSIT,  
INC., a California Corporation; and DOES 1  
18 through 50, inclusive,

19 Defendants.  
20

Case No. 19STCV11731

[Assigned for all Purposes to the Honorable  
Elihu M. Berle, Dept. SS-6]

**NOTICE OF SUBMISSION OF  
AMENDED JOINT STIPULATION FOR  
CLASS ACTION AND PAGA  
SETTLEMENT**

Date: October 9, 2023  
Time: 9:00 a.m.  
Dept.: SS-6

Action Filed: April 5, 2019  
Trial Date: None set

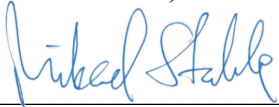
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TO THE COURT AND TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:  
COMES NOW Plaintiff Maria Jimenez and submits the Parties' Amended Joint  
Stipulation for Class Action and PAGA Settlement ("Amended Settlement Agreement"):

- The fully executed Amended Settlement Agreement is attached hereto as **Exhibit 1**.
- A redlined version of the Amended Settlement Agreement is attached hereto as **Exhibit 2**, reflecting the revisions the Court ordered at the hearing on Plaintiff's Motion for Preliminary Approval on August 30, 2023.

Date: September 13, 2023

**MATERN LAW GROUP, PC**

By: 

MATTHEW J. MATERN  
MIKAEL H. STAHLE  
Attorneys for Plaintiff  
MARIA JIMENEZ, individually, and on behalf  
of others similarly situated

# EXHIBIT 1

1 **MATERN LAW GROUP, PC**  
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6 Attorneys for Plaintiff MARIA  
JIMENEZ individually, and on behalf  
7 of others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10  
11 MARIA JIMENEZ, individually, and on  
behalf of others similarly situated,

12 Plaintiff,

13 vs.

14 BLUE AND YELLOW TAXI GROUP,  
15 INC., a California Corporation; L.A.  
CHECKER CAB COMPANY, INC., a  
16 California Corporation; GLOBAL  
PARATRANSIT, INC., a California  
17 Corporation; and DOES 1 through 50,  
inclusive,

18  
19 Defendants.

Case No. 19STCV11731

Honorable Elihu M. Berle  
Department 6

**CLASS ACTION**

**AMENDED JOINT STIPULATION FOR  
CLASS ACTION AND PAGA  
SETTLEMENT**

Action filed: April 5, 2019  
Trial date: None

1 TO THE COURT:

2 This Joint Stipulation for Class Action and PAGA Settlement (“Settlement Agreement”)  
3 is made and entered into by and between Maria Jimenez (“Plaintiff”), individually and on behalf  
4 of all others similarly situated, and Global Paratransit, Inc. (“Defendant” or “Global Paratransit”)  
5 (collectively, Defendant and Plaintiff will be referred to as the “Parties”), and is subject to the  
6 terms and conditions below, and to the Court’s approval. The Parties expressly acknowledge that  
7 this Settlement Agreement is entered into solely for the purpose of compromising significantly  
8 disputed claims and that nothing in this Settlement Agreement is an admission of liability or  
9 wrongdoing by Defendant. If for any reason the Settlement Agreement, including settlement of  
10 both the Class and PAGA Claims, is not approved in full, it will be of no force or effect, and the  
11 Parties will be returned to their respective positions, including status of pleadings, immediately  
12 prior to entering into this Settlement Agreement, as if they had never executed this Settlement  
13 Agreement, as more fully set forth below.

14 **DEFINITIONS**

15 The following definitions are applicable to this Settlement Agreement. Definitions  
16 contained elsewhere in this Settlement Agreement will also be effective:

17 1. “Action” means the case of *Maria Jimenez v. Blue and Yellow Taxi Group, Inc. et*  
18 *al.*, Los Angeles County Superior Court Case No. 19STCV11731.

19 2. “Settlement Administrator” means CPT Group, Inc. or any other third-party class  
20 action settlement Settlement Administrator agreed to by the Parties and approved by the Court  
21 for the purposes of administering this Settlement. The Parties each represent that they do not  
22 have any financial interest in the Settlement Administrator or otherwise have a relationship with  
23 the Settlement Administrator that could create a conflict of interest.

24 3. “Claims Administration Expenses” means the costs payable to the Settlement  
25 Administrator for administering this Settlement, including, but not limited to, printing, translating  
26 into Spanish, conducting a National Change of Address (“NCOA”) search, distributing (including  
27 with appropriate postage), and tracking documents for this Settlement in English and Spanish,  
28 any searches to locate any Class Members, tax reporting, distributing the Individual Settlement

1 Payments, Class Representatives Enhancement Payment, Class Counsel Fees and Costs, and  
2 providing necessary certification of completion of notice, reports and declarations, establishing  
3 and administering a qualified settlement fund account and other responsibilities set forth in this  
4 Settlement Agreement and as requested by the Parties. The Claims Administration Expenses are  
5 currently estimated to be no more than \$25,000.00.

6 4. "Class Counsel" means Matthew J. Matern and Mikael H. Stahle of Matern Law  
7 Group, PC.

8 5. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses  
9 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs  
10 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs  
11 associated with documenting the Settlement, providing any notices required as part of the  
12 Settlement or Court Order, securing the Court's approval of the Settlement, administering the  
13 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will  
14 request attorneys' fees not to exceed one-third of the Gross Settlement Amount or One Hundred  
15 Sixteen Thousand Six Hundred and Sixty-Five Dollars and Fifty Cents (\$116,665.50) and  
16 litigation costs and expenses not to exceed Thirty-Seven Thousand Five Hundred Dollars and  
17 Zero Cents (\$37,500.00). Defendant has agreed not to oppose Class Counsel's request for Class  
18 Counsel Fees and Costs.

19 6. "Class List" means a complete list of all Employed Class Members and Taxi Class  
20 Members for whom Defendant has been able to obtain information that Defendant will diligently  
21 and in good faith compile from their records and provide on a confidential basis to the Settlement  
22 Administrator within seven (7) calendar days after the Court's entry of an order granting  
23 preliminary approval of this Settlement. The Class List will be formatted in Microsoft Office  
24 Excel and Defendant will use its best efforts to include, if readily available, each Class Member's  
25 full name; most recent mailing address; last known telephone number; dates of employment or  
26 number of workweeks worked during the Class Period; PAGA Pay Periods; and Social Security  
27 number. The Parties acknowledge that the Class List to be prepared by Defendant may not  
28

1 include all Taxi Class Members since Defendant does not possess information identifying all Taxi  
2 Class Members. Settlement Administrator Settlement Administrator

3 7. “Class Member(s)” or “Settlement Class” means: 1) All current and former non-  
4 exempt hourly employees of Defendant within California at any time during the Class Period  
5 (“Employed Class Members”); and 2) such taxicab drivers who were not treated as employees,  
6 but rather as independent contractors, by Global Paratransit and who accepted Access trips  
7 through Global Paratransit during the Class Period (“Taxi Class Members”).

8 8. “Class Period” means the period from December 3, 2017 through September 30,  
9 2022.

10 9. “Class Representative Enhancement Payment” means the amount to be paid from  
11 the Gross Settlement Amount to the named Plaintiff in recognition of her efforts in prosecuting  
12 the Action on behalf of Class Members. Plaintiff will request and Defendant will not oppose  
13 Plaintiff’s application to the court for a payment of Seven Thousand Five Hundred Dollars and  
14 Zero Cents (\$7,500.00) for the named Plaintiff for her willingness to serve as Class  
15 Representative.

16 10. “Court” means the Los Angeles County Superior Court, or any other court taking  
17 jurisdiction of the Action.

18 11. “Effective Date” means the date when the Final Approval Order becomes final  
19 and Defendant fully funds the Gross Settlement Amount. For purposes of this Paragraph, the  
20 Final Approval Order “becomes final” upon the last to occur of the following: (a) if there are no  
21 objections to the Settlement, the date the Court enters an order granting final approval of the  
22 Settlement; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not  
23 sought from the Final Approval Order, the day after the time period to appeal the Settlement has  
24 expired, i.e., 60 days from the date the Court enters an order granting final approval of the  
25 Settlement; or (c) if there are objections to the Settlement, and an appeal, review, or writ is timely  
26 sought from the Final Approval Order, the day after the Final Approval Order is affirmed or the  
27 appeal, review, or writ is dismissed or denied, and the Final Approval Order is no longer subject  
28 to further judicial review.

1           12.    “Gross Settlement Amount” means the non-reversionary payment Defendant  
2 agrees to make in connection with the Agreement in the maximum settlement amount of Three  
3 Hundred and Fifty Thousand Dollars (\$350,000) (“Gross Settlement Amount”), which has been  
4 and/or will be paid by Defendant in full satisfaction of all claims arising from the Action. The  
5 Gross Settlement Amount includes all Individual Settlement Payments to Participating Class  
6 Members, the Class Representative Enhancement Payment, Claims Administration Expenses,  
7 Class Counsel Fees and Cost, and PAGA penalties in the amount of Thirty-Five Thousand Dollars  
8 and Zero Cents (\$35,000.00) of which 75% or Twenty-Six Thousand Two Hundred and Fifty  
9 Dollars and Zero Cents (\$26,250.00) will be paid to the Labor Workforce Development Agency  
10 (“LWDA”) and 25% or Eight Thousand Seven Hundred and Fifty Dollars and Zero Cents  
11 (\$8,750.00) to PAGA Group Members. Defendant will be responsible for the employer’s share  
12 of payroll taxes, which shall be paid separately by Defendant in addition to the Gross Settlement  
13 Amount.

14           13.    “Individual Employed Class Payment” means the pro rata share of the Net  
15 Employed Settlement Amount for a Participating Class Member who is an Employed Class  
16 Member calculated according to the number of Workweeks worked during the Class Period.

17           14.    “Individual Settlement Payment” means the Participating Class Member’s pro rata  
18 share of the Net Settlement Amount calculated according to the number of Workweeks worked  
19 during the Class Period.

20           15.    “Individual PAGA Payment” means the PAGA Group Member’s share of 25% of  
21 the PAGA Penalties, which shall be divided evenly among the PAGA Group Members.

22           16.    “Net Settlement Amount” means the Gross Settlement Amount less the Class  
23 Counsel Fees and Costs, Class Representative Enhancement Payment, Claims Administration  
24 Expenses, and PAGA Settlement Amount. The Net Settlement Amount is to be divided with a  
25 percentage allocated to the “Net Employed Settlement Amount” equal to the percentage of the  
26 total number of Employed Class Members compared to the total number of Class Members and  
27 a percentage allocated to the “Net Taxi Settlement Amount” equal to the percentage of total Taxi  
28 Class Members compared to the total number of Class Members, with the Net Employed



1 Settlement Amount and the Net Taxi Settlement Amount paid to Participating Class Members as  
2 Individual Employed Class Payments or Individual Taxi Class Payments.

3 17. "Notice of Objection" means a Class Member's valid and timely written objection  
4 to the Settlement Agreement. For the objection to be valid, it must include: (i) the objector's full  
5 name, signature, address, and telephone number; and (ii) a written statement of all grounds for  
6 the objection accompanied by any legal support for such objection. Further, an objector may  
7 appear at the Final Approval hearing, either in person or through counsel, at his or her expense,  
8 regardless of whether the objector submitted a Notice of Objection. The Parties will be permitted  
9 to respond in writing to such objections at least seven (7) calendar days prior to the Final  
10 Approval hearing or within the time period set by the Court.

11 18. "Notice" means the Notice of Class Action Settlement, substantially in the form  
12 attached as Exhibit A, along with notice by publication in a newspaper of general circulation, as  
13 approved by the Court, in order to provide the best notice practicable to those Taxi Class  
14 Members for whom no address has been located.

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

17 20. "PAGA Group Member(s)" means all current and former hourly non-exempt  
18 employees of Defendant within California at any time during the PAGA Period.

19 21. "PAGA Period" means the period from January 11, 2021 to September 30, 2022.

20 22. "PAGA Settlement Amount" means the total amount of PAGA civil penalties to  
21 be paid from the Gross Settlement Amount allocated to the resolution of PAGA Group Members'  
22 claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is  
23 Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) of which 75% or Twenty-Six  
24 Thousand Two Hundred and Fifty Dollars and Zero Cents (\$26,250.00) will be paid to the Labor  
25 Workforce Development Agency ("LWDA") and 25% or Eight Thousand Seven Hundred and  
26 Fifty Dollars and Zero Cents (\$8,750.00) will be paid to the PAGA Group Members.

27 23. "Participating Class Members" means all Class Members who do not submit valid  
28 Requests for Exclusion.

1           24.     “Plaintiff” means Maria Jimenez, the named plaintiff in the Action.

2           25.     “Preliminary Approval” means the Court order granting preliminary approval of  
3 the Settlement Agreement.

4           26.     “Released PAGA Claims” means the claims to be released by the PAGA Group  
5 Member and the State of California for civil penalties under PAGA that were alleged, or  
6 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the  
7 PAGA Notice; those being California Labor Code Sections 201, 202, 203, 204, 221 , 223, 224,  
8 226, 512, 1174, 1194, 1197, and Wage Order No. 9-2001, as well as all facts, theories, or claims  
9 for civil penalties that would be considered administratively exhausted under applicable law by  
10 the PAGA Notice Plaintiff sent to the LWDA.

11           27.     “Released Class Claims” means any and all claims, liabilities, demands,  
12 obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of  
13 whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or  
14 that reasonably could have been alleged based on the facts alleged in the Operative Complaint,  
15 including claims for: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c)  
16 failure to provide accurate itemized wage statements; (d) failure to pay final wages upon  
17 separation of employment; (e) failure to provide compliant meal breaks and/or pay meal break  
18 premiums; (f) failure to provide compliant rest breaks and/or pay rest break premiums; (g) failure  
19 to pay all wages due to discharged and quitting employees; (h) failure to indemnify employees  
20 for necessary expenditures incurred in discharge of duties; (i) all claims for unfair business  
21 practices under California Business & Professions Code Section 17200 *et seq.* that could have  
22 been premised on the claims, causes of action or legal theories of relief described above in (a)–  
23 (h). The Parties agree that the judgment, and Released Claims provided herein, shall have *res*  
24 *judicata* effect. The Released Claims will cover all Class Members who do not opt out.

25           28.     “Released Parties” means Defendant and Defendant’s former and present parents,  
26 subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current,  
27 former, and future owners, officers, shareholders, directors, members, managers, operators,  
28 employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys,

1 insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal  
2 representatives and any individual or entity who or which could be jointly liable with Defendant  
3 and all persons or entities acting by, through under or in concert with any of them, including but  
4 not limited to Blue and Yellow Taxi Group, Inc., L.A. Checker Cab Company, Inc., and Access  
5 Services.

6 29. "Request for Exclusion" means a timely letter submitted by a Class Member  
7 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set  
8 forth the name, address, telephone number and last four digits of the Social Security Number of  
9 the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by  
10 mail or fax to the Settlement Administrator at the specified address or fax number indicated in  
11 the Notice; (d) clearly state that the Class Member does not wish to be included in the Settlement;  
12 and (e) be faxed or postmarked on or before the Response Deadline.

13 30. "Response Deadline" means the deadline by which Class Members must fax or  
14 postmark to the Settlement Administrator a valid Request for Exclusion, submit objections to the  
15 Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar days  
16 from the initial mailing of the Notice by the Settlement Administrator for Employed Class  
17 Members and Taxi Class Members to whom the Notice by the Settlement Administrator is mailed,  
18 and forty-five (45) calendar days from the publication of the Notice for Taxi Class Members.  
19 The Response Deadline for Request for Exclusion, objection or dispute workweeks will be  
20 extended fifteen (15) calendar days for any Employed Class Member who is re-mailed a Notice  
21 by the Settlement Administrator in accordance with the notice procedure described herein. The  
22 Response Deadline may also be extended by express agreement between Class Counsel and  
23 Defendant's counsel.

#### 24 **TERMS OF AGREEMENT**

25 Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

26 31. Impact of Any Court Determination Not to Enter Final Approval Order. In the  
27 event that the Court enters an Order denying final approval and this Settlement Agreement does  
28 not become effective, the following will occur:

- 1 a. on the date final approval is denied, the status of the Action will be deemed  
2 to return to its status at the time immediately prior to and as if the Parties  
3 had never executed this Settlement Agreement, except that the Section  
4 herein entitled Tolling of Statute concerning the time within which the  
5 Action must be brought to trial pursuant to Code of Civil Procedure sections  
6 583.310 through 583.360 shall remain effective; and
- 7 b. Defendant and Plaintiff shall share equally (50% each) all costs incurred by  
8 the Settlement Administrator.

9 32. Settlement Funding. Within seven (7) calendar days of the Effective Date, as  
10 explained in paragraph 11, Defendant will cause payment to be made for the Gross Settlement  
11 Amount in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000) to the Settlement  
12 Administrator in accordance with directions to be provided by the Settlement Administrator. The  
13 Settlement Administrator will deposit the funds into an interest-bearing trust account referred to  
14 as the Qualified Settlement Fund account from which the Settlement Administrator will have  
15 authority to distribute money in accordance with the terms of this Settlement Agreement. The  
16 Settlement Administrator will assist Defendant to calculate the appropriate amount of the  
17 employers' share of the payroll taxes which shall be paid separately from the Gross Settlement  
18 Amount.

19 33. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any  
20 application or motion by Class Counsel for Class Counsel Fees in the amount of up to one-third  
21 of the Gross Settlement Amount or One Hundred Sixteen Thousand Six Hundred and Sixty-Five  
22 Dollars and Fifty Cents (\$116,665.50), plus the reimbursement of the actual costs and expenses  
23 associated with Class Counsel's litigation and settlement of the Action, not to exceed Thirty-  
24 Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00).

25 34. Class Representative Enhancement Payment. In exchange for named Plaintiff  
26 executing a general release, and in recognition of her effort in prosecuting the Action on behalf  
27 of Class Members, Defendant agrees not to oppose or impede any application or motion for a  
28 Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars and

1 Zero Cents (\$7,500.00). The Class Representative Enhancement Payment, which will be paid  
2 from the Gross Settlement Amount, will be in addition to Plaintiff's Individual Settlement  
3 Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay  
4 any and all applicable taxes, penalties and interest on the payment made pursuant to this  
5 paragraph and will hold Defendant harmless from any claim or liability for taxes, penalties, or  
6 interest arising as a result of the payment.

7       35. Claims Administration Expenses. The Settlement Administrator will be paid for  
8 the reasonable fees and costs of administration of the Settlement, which are estimated not to  
9 exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). These will include, *inter*  
10 *alia*, fees and costs payable to the Settlement Administrator for printing translating into Spanish  
11 (or other first-languages of Class Members, if necessary), distributing (including with appropriate  
12 postage), and tracking documents for this Settlement in English and Spanish; any searches to  
13 locate any Class Members; calculating estimated amounts per Class Member and PAGA Group  
14 Members; tax reporting; distributing the Individual Settlement Payments, Class Representative  
15 Enhancement Payment, Class Counsel Fees and Costs, and payment to LWDA for PAGA  
16 penalties; and providing necessary certification of completion of notice, reports and declarations,  
17 establishing and administering a Qualified Settlement Fund account, required tax reporting on  
18 the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, calculating the  
19 employers' share of payroll taxes on the wage portion of the Individual Settlement Payments and  
20 coordinating related reporting, and other responsibilities as requested by the Parties. The Claims  
21 Administration Expenses will be paid from the Gross Settlement Amount.

22       36. Net Settlement Amount. The Net Settlement Amount will be used to satisfy  
23 Individual Settlement Payments to Participating Class Members from the Settlement Class and  
24 PAGA Group Members in accordance with the terms of this Agreement.

25       37. Individual Settlement Payment Calculations. Defendant will provide the Claims  
26 Administrator with: (a) either dates of employment or the total number of workweeks for each  
27 Employed Class Member who is a Participating Class Member and PAGA Group Member; and  
28 (b) for each Taxi Class Member, total trips taken by each Taxi Class Member for which Defendant

1 has a record. For Participating Employed Class Members, the Claims Administrator will divide  
 2 the Net Employed Settlement Amount by the total number of workweeks for Participating Class  
 3 Members who are Employed Class Members ("Work Week Rate Amount") and then multiply  
 4 this amount by each Participating Employed Class Member's total number of workweeks to yield  
 5 that employee's Individual Settlement Payment. In the event an Employed Class Member submits  
 6 a timely Request for Exclusion from the settlement, his/her share of the settlement will be added  
 7 to the Net Employed Settlement Amount.

8	NET		
9	EMPLOYED		Participating
10	SETTLEMENT	X	Employed Class
11	AMOUNT		Member's
12	<hr style="border: 1px solid black;"/>		Workweeks
13	Total number of		
14	Workweeks for		
15	all Participating		
16	Employed Class		
17	Members		

15 For Participating Taxi Class Members, the Claims Administrator will divide the Net Taxi  
 16 Settlement Amount by the total trips by all Participating Taxi Class Members for which  
 17 Defendant has a record (based on Defendant's information) and then multiply this amount by the  
 18 total for all trips by each Participating Taxi Class Member for which Defendant has a record  
 19 during the Class Period, to yield that person's Individual Settlement Payment. In the event a Taxi  
 20 Class Member submits a timely Request for Exclusion from the settlement, his/her share of the  
 21 settlement will be added to the Net Taxi Settlement Amount.

22	NET TAXI		Total trips by
23	SETTLEMENT		Participating Taxi
24	AMOUNT	X	Class Member
25	<hr style="border: 1px solid black;"/>		During Class
26	Total trips by all		Period
27	Participating Taxi		
28	Class Members		
	During Class		
	Period		

1 In addition, each Participating Class Member who is a PAGA Group Member will be paid  
2 an equal share of the Eight Thousand Seven Hundred and Fifty Dollars and Zero Cents  
3 (\$8,750.00) allocated for PAGA penalties.

4 \$8,750 for PAGA  
5 Penalties to PAGA  
6 Group Members  
7 Total number of PAGA  
8 Group Members during  
9 PAGA Period

10 The Individual Class Payment for any Participating Class Member who is also a PAGA  
11 Group Member shall include the Participating Class Member's Individual PAGA Payment.

12 Class Members who are PAGA Group Members will not be permitted to exclude  
13 themselves from the PAGA claim portion of the Settlement. Individual PAGA Payments in the  
14 appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA  
15 Group Members including to those Class Members who are PAGA Group Members who  
16 submitted a request for exclusion.

17 38. No Credit Toward Benefit Plans. All Individual Class Payments shall be deemed  
18 to be income to such Class Members solely in the year in which such payments actually are  
19 received by the Class Members. It is expressly understood and agreed that the receipt of such  
20 Individual Settlement Payments will not entitle any Class Member to additional compensation or  
21 benefits under any company bonus, paid time off (including vacation and sick leave), or other  
22 compensation or benefit plan or agreement in place during the period covered by the Settlement,  
23 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching  
24 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual  
25 Settlement Payments provided for in this Agreement are the sole payments to be made by  
26 Defendant to the Class Members in connection with this Settlement, and that the Class Members  
27 are not entitled to any new or additional compensation or benefits as a result of having received  
28 the Individual Settlement Payments (notwithstanding any contrary language or agreement in any

1 benefit or compensation plan document that might have been in effect during the period covered  
2 by this Settlement).

3 39. Claims Administration Process. The Parties agree to cooperate in the  
4 administration of the settlement and to make all reasonable efforts to control and minimize the  
5 costs and expenses incurred in administration of the Settlement.

6 40. Delivery of the Class List. Within seven (7) calendar days of Preliminary  
7 Approval, Defendant will provide the Class List to the Settlement Administrator.

8 41. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving  
9 the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class  
10 Members via regular First-Class U.S. Mail.

11 42. Confirmation of Contact Information in the Class Lists. Upon receipt of the Class  
12 List, the Settlement Administrator shall perform a search based on the National Change of  
13 Address Database maintained by the United States Postal Service to update and correct any  
14 known or identifiable address changes. Within fifteen (15) days after receiving the Class List  
15 from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice  
16 to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall  
17 exercise its best judgment to determine the current mailing address for each Class Member. The  
18 address identified by the Settlement Administrator as the current mailing address shall be  
19 presumed to be the most current mailing address for each Class Member. The Parties agree that  
20 this procedure for notice provides the best practical notice to Class Members and fully complies  
21 with due process.

22 43. Notice. All Class Members will be mailed the Notice. The Notice will provide:  
23 (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal  
24 terms, (3) the Settlement Class definition, (4) each Class Member's number of workweeks  
25 worked during the Class Period, (5) each Class Member's estimated Individual Settlement  
26 Payment; (6) the dates which comprise the Class Period, (7) instructions on how to submit valid  
27 Requests for Exclusion, objections or dispute workweeks, (8) the deadlines by which the Class  
28 Member must fax or postmark Request for Exclusions, submit objections to the Settlement or



1 dispute workweeks, and (9) the claims to be released, as set forth in this Settlement Agreement.  
2 A Class Notice will also be published in a newspaper of general circulation, as approved by the  
3 Court, allowing for submission of a claim to the Settlement Administrator by any individual not  
4 already included in the Class List. To be timely, any such claim must be submitted to the  
5 Settlement Administrator by the Response Deadline.

6 44. On the same date that the Notice Packet is mailed to Class Members, or as soon  
7 thereafter as possible, a supplemental English version of the Class Notice (attached hereto as  
8 Exhibit A) shall be placed in the *Los Angeles Times*, and a supplemental Spanish version of the  
9 Class Notice shall be placed in *La Opinion*, the highest circulating Spanish-language newspaper  
10 in Southern California;

11 44(a) The published notice shall instruct Class Members who did not  
12 receive a Notice Packet to contact the Settlement Administrator, who  
13 shall then send a Notice Packet via first class U.S. mail;

14 44(b) Class Members shall have 45 days from the date of publication in the  
15 *Los Angeles Times* or *La Opinion*, whichever is later if the ads run on  
16 different days, to submit a Request for Exclusion or an objection to  
17 the Settlement, so long as the Class Members were not mailed a  
18 Notice Packet by the Settlement Administrator in the first mailing;

19 44(c) The Response Deadline for Class Members mailed a Notice Packet in  
20 the first mailing shall not change and will remain 45 days from the  
21 date of mailing;

22 44(d) If each ad is no more than 400 words and runs one time in each  
23 publication, the estimated cost for the notice by publication procedure  
24 outlined above, including the cost to prepare and translate the ad, the  
25 cost to run the ad, and all other associated costs, shall be included  
26 within the estimated maximum \$25,000.00 allocated towards Claims  
27 Administration Expenses.  
28

1           45.    Request for Exclusion Procedures. Any Class Member wishing to opt out from  
2 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the  
3 Settlement Administrator within the Response Deadline. The date of the fax or postmark on the  
4 return mailing envelope will be the exclusive means to determine whether a Request for  
5 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that  
6 they will not solicit or encourage Class Members to opt-out or object to this Settlement  
7 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group  
8 Members are bound by the Court’s resolution of that claim. Class Members who are also PAGA  
9 Group Members submitting a request for exclusion will nevertheless receive their Individual  
10 PAGA Payment.

11           46.    Defective Submissions. The Administrator may not reject a Request for Exclusion  
12 as invalid because it fails to contain all the information specified in the Class Notice. The  
13 Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably  
14 ascertain the identity of the person as a Class Member and the Class Member’s desire to be  
15 excluded. The Administrator’s determination shall be final and not appealable or otherwise  
16 susceptible to challenge. If the Administrator has reason to question the authenticity of a Request  
17 for Exclusion, the Administrator may demand additional proof of the Class Member’s identity.  
18 The Administrator’s determination of authenticity shall be final and not appealable or otherwise  
19 susceptible to challenge.

20           47.    Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
21 Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely  
22 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to  
23 the Released Claims (other than as it applies to the PAGA claims with respect to the PAGA Group  
24 Members), as well as any Judgment that may be entered by the Court if it grants final approval  
25 to the Settlement. If the Court approves the compromise of the PAGA claim, Class Members  
26 who are also PAGA Group Members submitting a request for exclusion will nevertheless be  
27 bound by the Court’s resolution of that claim and their Individual PAGA Payment. The Parties  
28 agree that if the total number of Class Members included in the Class List electing to opt-out of

1 the class settlement equals more than 1% of the total Class Members, then Defendant in its sole  
2 and absolute discretion shall have the right to cancel this settlement in its entirety. Defendant  
3 must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days  
4 after the Administrator sends the final class list to Defense Counsel; late elections will have no  
5 effect. In the event that Defendant decides to cancel this settlement due to the number of opt-outs  
6 then Defendant shall be 100% responsible for costs of the Settlement Administrator and the  
7 Parties agree that this Settlement Agreement shall be of no force and effect and the status of the  
8 Action will be deemed to return to its status at the time immediately prior to and as if the Parties  
9 had never executed this Settlement Agreement.

10 48. Objection Procedures. To object to the Settlement Agreement, a participating  
11 Class Member may not submit a Request for Exclusion and may mail a valid Notice of Objection  
12 to the Settlement Administrator by the Response Deadline. The Settlement Administrator will  
13 notify counsel for the Parties forthwith via email. Class Counsel will lodge the objection with  
14 the Court. The Notice of Objection must be signed by the Class Member and contain all  
15 information required by this Settlement Agreement. The postmark date of the mailing will be  
16 deemed the exclusive means for determining that the Notice of Objection is timely. Class  
17 Members who wish to object will have a right to appear at the Final Approval Hearing, with or  
18 without counsel at his/her own expense, in order to have their objections heard by the Court,  
19 regardless of whether they submitted a Notice of Objection. At no time will any of the Parties or  
20 their counsel seek to solicit or otherwise encourage Class Members to submit written objections  
21 to the Settlement Agreement or appeal from the Final Approval Order and Judgment.

22 49. Certification Reports Regarding Individual Settlement Payment Calculations. The  
23 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report  
24 which certifies: (i) the number of Class Members who have submitted a valid Request for  
25 Exclusion; (ii) the number of Class Members who have submitted a valid Notice of Objection;  
26 (iii) the number of any deficient Requests for Exclusion or objections; and (iv) the number of any  
27 submissions by Unidentified Class Members who submit a claim to the Settlement Administrator  
28 after receiving notice via the publication. Additionally, the Settlement Administrator will provide

1 to counsel for both Parties any updated reports regarding the administration of the Settlement  
2 Agreement as needed or requested.

3 50. Timing of Distribution of Individual Settlement Payments. Within seven (7)  
4 calendar days of Defendant depositing the Gross Settlement Amount, the Settlement  
5 Administrator will issue payments to (1) Participating Class Members and PAGA Group  
6 Members; (2) Plaintiff; (3) Class Counsel; and (4) payment to LWDA. The Settlement  
7 Administrator will also issue a payment to itself for Court-approved services performed in  
8 connection with the settlement.

9 51. Uncashed or Undeliverable Settlement Checks. Individual settlement checks paid  
10 to participating Class Members will be valid for 180 days. Participating Class Members and/or  
11 PAGA Group Members will have one hundred eighty (180) calendar days from the date of the  
12 mailing of the check to cash their check. For any check not cashed after 180 calendar days, the  
13 Settlement Administrator will send the amount represented by the check to the California State  
14 Controller's Office Unclaimed Property Fund, with the identity of the Participating Class  
15 Member and/or PAGA Group Member to whom the funds belong, to be held for the participating  
16 Class Member and/or PAGA Group Member per California Unclaimed Property Law, in the  
17 interest of justice. The money paid to the California State Controller's Office Unclaimed  
18 Property Fund will remain the Participating Class Member's and/or PAGA Group Members'  
19 property. This will allow Participating Class Members and/or PAGA Group Members who did  
20 not cash their checks to collect their Individual Settlement Amounts at any time in the future.  
21 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and  
22 California Code of Civil Procedure section 384 shall not apply. The funds will be held by the  
23 State until claimed by the employee and the uncashed check never ceases to be the employee's  
24 property.

25 52. Certification of Completion. Upon completion of administration of the Settlement,  
26 the Settlement Administrator will provide a written declaration under oath to certify such  
27 completion to the Court and counsel for all Parties. At least 15 days before any deadline set by  
28 the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a

1 signed declaration suitable for filing in Court attesting to its disbursement of all payments  
2 required under this Agreement.

3 53. Treatment of Individual Settlement Payments. All Individual Settlement  
4 Payments will be allocated as follows: 100% of each Individual PAGA Payment shall be allocated  
5 as penalties; 20% of each Individual Employed Class Payment will be allocated for the settlement  
6 of wage claims; and 80% of each Individual Employed Class Payment will be allocated for the  
7 settlement of interest and penalties. The portion allocated to wages in each Individual Employed  
8 Class Payment will be reported on an IRS Form W-2 and the portion allocated to interest and  
9 penalties will be reported on an IRS Form-1099 by the Settlement Administrator. All Individual  
10 Taxi Class Payments will be reported on an IRS Form-1099 by the Settlement Administrator

11 54. Administration of Taxes by the Settlement Administrator. The Settlement  
12 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA  
13 Group Members, Class Counsel, and Defendant any W-2, 1099, or other tax forms as may be  
14 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
15 Administrator will also be responsible for forwarding all payroll taxes and other legally required  
16 withholdings, and related reporting, to the appropriate government authorities.

17 55. Payment of Employer Taxes: For any portion of the Class Members' Class  
18 Settlement Payments that are designated as "wages" for purposes of tax reporting, the employer's  
19 taxes, employer contributions of all federal, state, and local taxes (including, but not limited to,  
20 FICA, FUTA, and SDI), will be paid separately from the Gross Settlement Amount, via and with  
21 the Settlement Administrator's assistance.

22 56. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
23 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
24 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
25 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
26 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
27 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
28 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE

1 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN  
2 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230  
3 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
4 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX  
5 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS  
6 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
7 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
8 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
9 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
10 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
13 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF  
14 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
17 AGREEMENT.

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

22       58. Release of Claims by Class Members. Upon the date the Court enters an order  
23 granting final approval of the Settlement and Defendant fully funds the Gross Settlement Amount,  
24 all Class Members who do not timely submit a valid Request for Exclusion do and will be deemed  
25 to have fully, finally and forever released, settled, compromised, relinquished, waived, and  
26 discharged any and all of the Released Parties of and from any and all Released Claims accruing  
27 during the Class Period. In addition, on the date the Court enters an order granting final approval  
28 of the Settlement and Defendant fully funds the Gross Settlement Amount, all Class Members

1 who do not timely submit a valid Request for Exclusion and all successors in interest will be  
2 barred from prosecuting or participating in any and all Released Claims against the Released  
3 Parties accruing during the Class Period. Furthermore, upon the date the Court enters an order  
4 granting final approval of the Settlement and Defendant fully funds the Gross Settlement Amount,  
5 the State of California and PAGA Group Members (regardless of whether PAGA Group Members  
6 opt out of the Class Settlement) release the Released Parties from the Released PAGA Claims.

7       59. Release by Plaintiff. Upon the date the Court enters an order granting final  
8 approval of the settlement and Defendant fully funds the Gross Settlement Amount, in addition  
9 to the claims being released by all Class Members, Plaintiff will provide the following additional  
10 general release (“General Release”): Plaintiff, on her own behalf and on behalf of her heirs,  
11 spouses, executors, administrators, attorneys, agents and assigns, fully and finally releases the  
12 Released Parties from all claims, demands, rights, liabilities and causes of action of every nature  
13 and description whatsoever, known or unknown, asserted or that might have been asserted,  
14 whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising  
15 out of, relating to, or in connection with any act or omission by or on the part of any of the  
16 Released Parties committed or omitted prior to the execution of this Agreement that occurred  
17 during the Class Period. This General Release includes any unknown claims Plaintiffs do not  
18 know or suspect to exist in their favor at the time of this General Release, which, if known by  
19 them, might have affected their settlement with, and release of, the Released Parties or might  
20 have affected their decision not to object to this Settlement or this Release. To the extent the  
21 foregoing releases are releases to which Section 1542 of the California Civil Code or similar  
22 provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and  
23 benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or  
24 similar provisions of applicable law which are as follows:

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

1 The significance of this release and waiver of Civil Code Section 1542 has been explained to  
2 Plaintiffs by their respective counsel. Release by Plaintiffs expressly excludes any claims for  
3 workers compensation against Defendant.

4 60. Neutral Reference. Defendant agrees that they will only provide a neutral  
5 reference for Plaintiff should any prospective employers or anyone contact them regarding  
6 Plaintiff's employment. Defendant shall only provide the dates of employment and Plaintiff's  
7 last job title held with Defendant.

8 61. Nullification of Settlement Agreement. In the event that: (i) the Court does not  
9 finally approve the Settlement both class claims and PAGA as provided in this Settlement  
10 Agreement; or (ii) the Settlement does not become final for any other reason, then this Settlement  
11 Agreement and any documents generated to bring it into effect will be null and void and the status  
12 of the Action will be deemed to return to its status at the time immediately prior to and as if the  
13 Parties never executed the Settlement. Any order or judgment entered by the Court in furtherance  
14 of this Settlement Agreement will likewise be treated as void from the beginning. In such case,  
15 the Settlement shall not be used or be admissible in any subsequent proceedings, either in this  
16 Action, this Court, or any other Court or forum.

17 62. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to  
18 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
19 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes  
20 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for  
21 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for  
22 the Notice to be sent to all Class Members as specified in this Settlement Agreement. In  
23 conjunction with the Preliminary Approval motion, Plaintiff will submit this Settlement  
24 Agreement, which sets forth the terms of this Settlement and will include the proposed Notice.

25 63. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of  
26 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement  
27 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will  
28 be conducted to determine the Final Approval of the Settlement Agreement along with the



1 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees and  
2 Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for PAGA  
3 penalties; and (v) all Claims Administration Expenses. Class Counsel will be responsible for  
4 drafting all documents necessary to obtain final approval. Class Counsel will also be responsible  
5 for drafting the attorneys' fees and costs application to be heard at the Final Approval/Settlement  
6 Fairness Hearing.

7       64. Tolling of Statute. The Parties stipulate and agree, pursuant to California Code  
8 of Civil Procedure section 583.330(a), that the time within which the Action must be brought to  
9 trial pursuant to Code of Civil Procedure sections 583.310 through 583.360 shall be extended by  
10 the period of time from January 27, 2022 through the later of January 27, 2023 or the date of  
11 entry of the order on the motion for final approval and that said period of time shall not be  
12 included in the computation of the five-year period specified in the Code of Civil Procedure  
13 section 583.310.

14       65. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by  
15 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a  
16 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule  
17 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for a  
18 period of thirty days from the date the Court signs the Judgment. After entry of the Judgment,  
19 the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation  
20 and enforcement of the terms of the Settlement Agreement, (ii) settlement administration matters,  
21 and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in  
22 this Settlement Agreement.

23       66. Exhibits Incorporated by Reference. The terms of this Settlement Agreement  
24 include the terms set forth in any attached Exhibits, which are incorporated by this reference as  
25 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an  
26 integral part of the Settlement.

27       67. Entire Agreement. This Settlement Agreement and any attached Exhibits  
28 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written

1 or oral agreements may be deemed binding on the Parties. The Parties expressly recognize  
2 California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a),  
3 which provide that a written agreement is to be construed according to its terms and may not be  
4 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or  
5 written representations or terms will modify, vary or contradict the terms of this Agreement.

6 68. Amendment or Modification. This Settlement Agreement may be amended or  
7 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
8 interest.

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

19 70. Binding on Successors and Assigns. This Settlement Agreement will be binding  
20 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement  
21 Agreement, as previously defined.

22 71. Execution and Counterparts. This Settlement Agreement is subject only to the  
23 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
24 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
25 of the signature page, will be deemed to be one and the same instrument provided that counsel  
26 for the Parties will exchange among themselves original signed counterparts.

27 72. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe  
28 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have

1 arrived at this Settlement Agreement after arm's-length negotiations and in the context of  
2 adversarial litigation, taking into account all relevant factors, present and potential. The Parties  
3 further acknowledge that they are each represented by competent counsel and that they have had  
4 an opportunity to consult with their counsel regarding the fairness and reasonableness of this  
5 Settlement Agreement.

6 73. Invalidity of Any Provision. Before declaring any provision of this Settlement  
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest  
8 extent possible consistent with applicable precedents so as to define all provisions of this  
9 Settlement Agreement valid and enforceable.

10 74. Captions. The captions and section numbers in this Agreement are inserted for the  
11 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
12 provisions of this Agreement.

13 75. Waiver. No waiver of any condition or covenant contained in this Agreement or  
14 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
15 constitute a further waiver by such party of the same or any other condition, covenant, right or  
16 remedy.

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

22 77. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
23 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not  
24 be construed more strictly against one party than another merely by virtue of the fact that it may  
25 have been prepared by counsel for one of the Parties, it being recognized that, because of the  
26 arms-length negotiations between the Parties, all Parties have contributed to the preparation of  
27 this Agreement.

28

1           78.   Representation By Counsel. The Parties acknowledge that they have been  
2 represented by counsel throughout all negotiations that preceded the execution of this Settlement  
3 Agreement, and that this Settlement Agreement has been executed with the consent and advice  
4 of counsel.

5           79.   All Terms Subject to Final Court Approval. All amounts and procedures described  
6 in this Settlement Agreement will be subject to final Court approval.

7           80.   Cooperation and Execution of Necessary Documents. All Parties will cooperate  
8 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms  
9 of this Settlement Agreement.

10          81.   Binding Agreement. The Parties warrant that they understand and have full  
11 authority to enter into this Agreement, and further intend that this Agreement will be fully  
12 enforceable and binding on all Parties, and agree that it will be admissible and subject to  
13 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality  
14 provisions that otherwise might apply under federal or state law.

15          82.   No Admission of Liability. Nothing contained in this Settlement Agreement shall  
16 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the  
17 part of Defendant. Each of the Parties has entered into this Settlement Agreement with the  
18 intention to avoid further disputes and litigation, and the attendant inconvenience and expense.  
19 This Settlement Agreement shall be inadmissible in evidence in any action or proceeding, by any  
20 party, except an action or proceeding by one of the Parties to approve, interpret, or enforce the  
21 Settlement Agreement's terms.

22          83.   Communications. The Parties and their counsel agree that they will not publicize  
23 or issue or post any press releases, advertising, or marketing, or initiate any contact with the  
24 media about this case or the parties involved, including the fact, amount, or terms of the  
25 Settlement. If counsel for either Party receives an inquiry about the Settlement from the media,  
26 counsel may only respond that a settlement has been reached. This paragraph does not restrict  
27 Class Counsel's communications with Class Members in accordance with Class Counsel's ethical  
28 obligations owed to Class Members.

1           84.    Disputes. Any dispute between the Parties concerning the interpretation or  
2 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such  
3 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the  
4 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Lynn Frank,  
5 Esq. for mediation before being submitted to the Court, unless the Parties agree otherwise.

6           85.    Applicable Law. All terms and conditions of this Stipulation and its exhibits will  
7 be governed by and interpreted according to the laws of the State of California, without giving  
8 effect to any conflict of law or choice of law principles.

9           86.    Declaration in Support of Approval: Defendant shall provide a declaration from  
10 an individual with personal knowledge in support of approval of the Settlement. Plaintiff shall  
11 file the declaration with the Court in support of the motion for preliminary approval.

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**SIGNATURES**

**READ CAREFULLY BEFORE SIGNING**

Dated: 9/13/2023 Maria Jimenez  
PLAINTIFF  
Maria Jimenez

DEFENDANT

Dated: \_\_\_\_\_  
Global Paratransit, Inc.

**APPROVED AS TO FORM**

Dated: \_\_\_\_\_, 2023 THE MATERN LAW GROUP, PC

By: \_\_\_\_\_  
Matthew J. Matern  
Mikael H. Stahle

*Attorneys for Plaintiff*  
MARIA JIMENEZ, on behalf of herself and all others  
similarly situated

Dated: \_\_\_\_\_, 2023 DUNN DESANTIS WALT & KENDRICK, LLP

By: \_\_\_\_\_  
Kevin V. DeSantis  
James A. McFaul

*Attorneys for Defendant*  
Global Paratransit, Inc.

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**SIGNATURES**

**READ CAREFULLY BEFORE SIGNING**

PLAINTIFF

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

\_\_\_\_\_  
Maria Jimenez

DEFENDANT

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

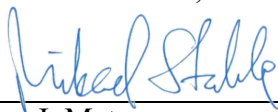
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Global Paratransit, Inc.

**APPROVED AS TO FORM**

Dated: 9/13, 2023

THE MATERN LAW GROUP, PC

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

  
\_\_\_\_\_  
Matthew J. Matern  
Mikael H. Stahle

*Attorneys for Plaintiff*  
MARIA JIMENEZ, on behalf of herself and all others  
similarly situated

Dated: \_\_\_\_\_, 2023

DUNN DESANTIS WALT & KENDRICK, LLP

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

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Kevin V. DeSantis  
James A. McFaul

*Attorneys for Defendant*  
Global Paratransit, Inc.

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**SIGNATURES**

**READ CAREFULLY BEFORE SIGNING**

PLAINTIFF

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

\_\_\_\_\_  
Maria Jimenez

DEFENDANT

Dated: 9/13/2023

DocuSigned by:  
  
\_\_\_\_\_  
Global Paratransit, Inc.

**APPROVED AS TO FORM**

Dated: \_\_\_\_\_, 2023


THE MATERN LAW GROUP, PC

By: \_\_\_\_\_  
Matthew J. Matern  
Mikael H. Stahle

*Attorneys for Plaintiff*  
MARIA JIMENEZ, on behalf of herself and all others  
similarly situated

Dated: Sept. 13, 2023

DUNN DESANTIS WALT & KENDRICK, LLP

By:   
\_\_\_\_\_  
Kevin V. DeSantis  
James A. McFaul

*Attorneys for Defendant*  
Global Paratransit, Inc.



# EXHIBIT A

## NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

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

IF YOU WERE EMPLOYED BY GLOBAL PARATRANSIT, INC. AS AN HOURLY NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME DURING THE PERIOD OF DECEMBER 3, 2017 THROUGH SEPTEMBER 30, 2022 OR WERE A TAXICAB DRIVER WHO ACCEPTED ACCESS PARATRANSIT DRIVING ASSIGNMENTS DURING THAT SAME PERIOD, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

### ***Why should you read this Notice?***

A proposed settlement (the “Settlement”) has been reached in the class action and Private Attorney General Act (“PAGA”) representative action lawsuit entitled *Maria Jimenez v. Blue and Yellow Taxi Group, Inc. et al.*, Los Angeles County Superior Court Case No. 19STCV11731 (hereafter referred to as the “Action”).

The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing regarding final approval of the proposed Settlement—to determine whether the Settlement is fair, adequate, and reasonable—will be held before the Honorable Elihu M. Berle on \_\_\_\_\_ in Department 6 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, California 90012 (“Final Approval Hearing”). Information about how to participate in this Final Approval Hearing is provided below. As a Participating Class Member, you are eligible to receive an Individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and in the Joint Stipulation for Class Action and PAGA Settlement (“Settlement Agreement”) filed with the Court, unless you timely request to be excluded from the Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up any rights to pursue a separate legal action against Defendants for the Released Claims asserted in the Action as explained more fully below.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</b>	If you exclude yourself from the Settlement (also called “opting out”), you will give up your right to receive your Individual Settlement Payment, although you will still receive your pro-rata share, if any, of the PAGA portion of the Settlement (described below). If you exclude yourself, you retain any right to pursue a separate legal action against Defendants regarding the claims in the Action. If you want to exclude yourself, you must do so by submitting a written Request for Exclusion by the deadline set forth below.
<b>OBJECT</b>	To object to the Settlement, you must mail to the Settlement Administrator an Objection by the deadline set forth below, explaining why you don’t like the Settlement. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion if you wish to object.

### ***Who is affected by this proposed Settlement?***

The Court has certified, for settlement purposes only, the following class (the “Settlement Class”):

(1) All current and former non-exempt hourly employees of Global Paratransit, Inc. (“Defendant”) within California at any time during December 3, 2017 through September 30, 2022 (“Class Period”); and (2) such taxicab drivers who were not employed by Defendant but accepted Access driving assignments through Defendant during the Class Period.

According to Defendant’s records, you are a member of the Settlement Class (a “Class Member”).

### ***What is this case about?***

In the Action, Plaintiff Maria Jimenez alleges on behalf of herself and the Settlement Class that Defendant: (1) failed to provide required meal periods; (2) failed to provide required rest periods; (3) failed to pay overtime wages; (4) failed to pay minimum wages; (5) failed to pay all wages due to discharged and quitting employees; (6) failed to maintain required records; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify employees for necessary expenditures incurred in discharge of duties; (9) violated California's Unfair Competition Law [Bus. & Prof. Code §§ 17200 et seq.]; and (10) violated Labor Code provisions giving rise to civil penalty liability under PAGA [Lab. Code §§ 2699, et seq.]. Plaintiff seeks unpaid wages, actual damages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims. However, Defendant recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all relevant times and that Plaintiff's claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Settlement Class Members.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

### ***Who are the attorneys representing the Parties?***

The Court has granted preliminary approval of the Settlement and has appointed the lawyers bringing the Class Action to serve as "Class Counsel" to represent all Settlement Class Members affected by the Settlement. The attorneys serving as Class Counsel are:

Matthew J. Matern  
Mikael H. Stahle  
MATERN LAW GROUP, PC  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, CA 90266  
Telephone: (310) 531-1900

### ***What are the Settlement terms?***

Subject to final Court approval, Defendants will pay \$350,000.00 (the "Settlement Amount") for: (a) Individual Settlement Payments to Settlement Class Members who do not request to be excluded from the Settlement ("Participating Class Members"); (b) the Court-approved Service Awards to each Plaintiff; (c) the Court-approved attorneys' fees and costs to Class Counsel; (d) Settlement Administration Expenses; and (e) payment to the State of California Labor and Workforce Development Agency ("LWDA") for PAGA penalties.

**Net Settlement Payments.** After deduction from the Gross Settlement Amount for Class Counsel's attorneys' fees and costs, the Service Award to Plaintiff, the payment to the LWDA for PAGA penalties, and the costs of administering the Settlement, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendant will make Individual Settlement Payments to Participating Class Members.

The Net Settlement Amount will be divided among all Participating Class Members on a pro-rata basis based upon the total number of Workweeks worked by each respective Participating Class Member in California during the Class Period.

**According to Defendant's records, you worked [REDACTED] Workweeks during the Class Period.**

You may challenge the computation of your Workweeks by mailing a written dispute to the Settlement Administrator, postmarked no later than [REDACTED] [45 days after mailing] 2023. The dispute must contain the amount of Workweeks that you contend to have worked, along with supporting documentation. The dispute shall be determined by the Settlement Administrator, who shall examine all available written records in an attempt to resolve the dispute. Defendant's records shall be presumed accurate and control unless the Settlement Class Member provides satisfactory proof that Defendant's records are incorrect. In any event, the Settlement

Administrator will make every reasonable effort to resolve any such disputes before Final Approval of this Settlement Agreement, and if any disputes cannot be resolved by that time, they will be resolved by the Court at the Final Approval hearing.

**Your estimated Net Settlement Payment is [REDACTED].**

For tax reporting purposes, the payments to Participating Class Members will be allocated as follows: 20% as wages and 80% as penalties and interest. All legally required payroll withholdings will be withheld from the Net Settlement Payments based on this allocation. Any remaining taxes owed will be the responsibility of each Participating Class Member receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

Defendant will begin paying the Gross Settlement Amount into a qualified settlement account established by the Settlement Administrator beginning after the Effective Date. The Effective Date is defined as the date when the Final Approval Order becomes final and Defendant fully funds the Gross Settlement Amount. For purposes of this Paragraph, the Final Approval Order "becomes final" upon the last to occur of the following: (a) if there are no objections to the Settlement, the date the Court enters an order granting final approval of the Settlement; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not sought from the Final Approval Order, the day after the time period to appeal the Settlement has expired, i.e., 60 days from the date the Court enters an order granting final approval of the Settlement; or (c) if there are objections to the Settlement, and an appeal, review, or writ is timely sought from the Final Approval Order, the day after the Final Approval Order is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order is no longer subject to further judicial review.

Settlement checks will remain valid for 180 days from issuance. If any settlement checks remain uncashed after 180 days, pursuant to California Code of Civil Procedure section 384, the Settlement Administrator will void the checks and distribute the funds represented by the uncashed checks to the State of California Controller pursuant to the Unclaimed Property Law [Code Civ. Proc. §§ 1500, et seq.]. In such event, the Participating Class Members who did not cash their checks within that time frame will still remain bound by the terms of the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member.

**Class Counsel Attorneys' Fees and Costs, Class Representative Service Awards, Settlement Administration Expenses, and Payment to the LWDA.** Class Counsel will ask the Court to award attorneys' fees up to \$116,665.50 (one-third) of the Gross Settlement Amount and reimbursement of actual litigation costs, incurred in the Action. In addition, Class Counsel will ask the Court to authorize Class Representative Service Awards of up to \$7,500.00 for the named Plaintiff for her efforts in bringing the Action on behalf of the Class. The cost of administering the Settlement will not exceed \$25,000.00. A payment in the amount of \$26,250.00 will also be made to the LWDA for its share of PAGA penalties, which represents 75% of the \$35,000.00 set aside for payment of civil penalties under PAGA; the remaining \$8,750.00 of the \$35,000.00 allocated to PAGA penalties will be distributed pro rata to all Class Members; this pro-rata distribution will be based on the number of pay periods that each Class Member worked during the Class Period and will be mailed to them regardless of whether they choose to exclude themselves from the Settlement.

### ***What claims are being released by the proposed Settlement?***

Upon the Effective Date, each Settlement Class Member and Plaintiffs, will release, discharge, and agree to hold harmless the Released Parties, and each of them, of and from any and all Released Class Claims and Released PAGA Claims. "Released Parties" means Defendant and Defendant's former and present parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal representatives and any individual or entity who or which could be jointly liable with Defendant and all persons or entities acting by, through under or in concert with any of them.

"Released Class Claims" means any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have been alleged based on the facts alleged in

the Action, including claims for: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure to pay final wages upon separation of employment; (e) failure to provide compliant meal breaks and/or pay meal break premiums; (f) failure to provide compliant rest breaks and/or pay rest break premiums; (g) failure to pay all wages due to discharged and quitting employees; (h) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (i) all claims for unfair business practices under California Business & Professions Code Section 17200 *et seq.* that could have been premised on the claims, causes of action or legal theories of relief described above in (a)–(h). The Parties agree that the judgment, and Released Claims provided herein, shall have *res judicata* effect. The Released Claims will cover all Class Members who do not opt out.

“Released PAGA Claims” means the claims to be released by the PAGA Group Member and the State of California for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice; those being California Labor Code Sections 201, 202, 203, 204, 221, 223, 224, 226, 512, 1174, 1194, 1197, and Wage Order No. 9-2001, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice Plaintiff sent to the LWDA.

### ***What are my options in this matter?***

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Settlement Class and receive a Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may still object to the Settlement, as explained below.

**OPTION A. Remain in the Settlement Class.** If you wish to remain in the Settlement Class and be eligible to receive an Individual Settlement Payment, ***you do not need to take any action.*** By remaining in the Settlement Class and receiving a Net Settlement Payment, you will be subject to any Judgment that will be entered in the Action, including the release of claims described above. If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement.

**Objecting to the Settlement:** If you believe the proposed Settlement is not fair, reasonable, or adequate, you may object to it. To object, you must mail an “Objection” to the Settlement Administrator at the address located at the bottom of this Notice. If you submit an Objection, it must be postmarked no later than [45 days after mailing] 2023 and set forth the following: (1) your full name, address and dates of employment with Defendants; (2) the case name and number of the Action (shown on page 1 of this Notice); (3) the legal and factual basis for your Objection, and (4) the name and address of your counsel if you are represented by counsel for purposes of objecting. The Objection must be signed by you or your authorized representative. ***Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of the claims set forth above, unless the Court does not grant final approval of the Settlement.***

**OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Settlement.** If you do not want to be part of the Settlement, you must submit a written statement requesting exclusion from the Class. The Request for Exclusion must contain your name, address, and last four digits of your social security number and must be mailed to the Settlement Administrator, postmarked on or before [45 days after mailing] 2023 and signed by the you or your authorized representative. Any Class Member who opts out of the Class will **not** be entitled to any recovery under the Settlement and will **not** be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who do not submit a valid and timely Request for Exclusion on or before [45 days after mailing], 2023 shall be Participating Class Members and bound by all terms of the Settlement and any Final Judgment entered in this Class Action if the Settlement is approved by the Court.

### ***What is the next step in the approval of the Settlement?***

The Court will hold the Final Approval Hearing to decide whether the Settlement is fair, reasonable, and adequate on [redacted] at [redacted] in Department 6 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, California 90012. If a Settlement Class member timely submits an Objection, he or she may appear, personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. You need not attend the Final Approval Hearing to receive an Individual Settlement Payment. Please note that the date and/or time for the Final Approval Hearing may be changed at any time without notice. You can confirm the date by contacting the Settlement Administrator.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering Judgment will be posted on a website (listed below) created by the Settlement Administrator for this case for a period of 90 days following the entry of that Order/Judgment, in compliance with California Rules of Court, rule 3.771.

Even if the Court grants Final Approval, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

It is your responsibility to maintain your current address with the Settlement Administrator. If you move, you should send a letter updating your address to the Settlement Administrator. Maintaining your current address with the Settlement Administrator is the best way to ensure that you receive your Individual Settlement Payment.

***How can I get additional information?***

This Notice summarizes the Action and the basic terms of the Settlement. More details are available in the Complaints and the Settlement Agreement, all of which are posted on the Settlement Administrator's website which also lists information regarding the Final Approval Hearing. These documents and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office of the Los Angeles County Superior Court and on the Court's website located at <http://www.lacourt.org>. You may also request a copy of the Settlement Agreement from Class Counsel whose contact information is listed above.

CPT Group, Inc. will serve as the Settlement Administrator for the Settlement. CPT Group, Inc. may be reached at:

Global Paratransit Wage and Hour Settlement Administrator

c/o [REDACTED]

[REDACTED]  
[REDACTED]

[https://www.\[REDACTED\]](https://www.[REDACTED])

phone: (XXX) XCX-XCXC

fax: (XXX) XCX-XCXC

website: [www.\[REDACTED\]](http://www.[REDACTED])

**PLEASE DO NOT CONTACT THE COURT  
FOR INFORMATION REGARDING THIS SETTLEMENT**

# EXHIBIT 2

1 **MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
2 mmatern@maternlawgroup.com  
Mikael H. Stahle (SBN 182599)  
3 mstahle@maternlawgroup.com  
1230 Rosecrans Avenue, Suite 200  
4 Manhattan Beach, CA 90266  
Telephone: (310) 531-1900  
5 Facsimile: (310) 531-1901

6 Attorneys for Plaintiff MARIA  
JIMENEZ individually, and on behalf  
7 of others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10  
11 MARIA JIMENEZ, individually, and on  
behalf of others similarly situated,

12 Plaintiff,

13 vs.

14 BLUE AND YELLOW TAXI GROUP,  
15 INC., a California Corporation; L.A.  
CHECKER CAB COMPANY, INC., a  
16 California Corporation; GLOBAL  
PARATRANSIT, INC., a California  
17 Corporation; and DOES 1 through 50,  
inclusive,

18  
19 Defendants.

Case No. 19STCV11731

Honorable Elihu M. Berle  
Department 6

**CLASS ACTION**

**AMENDED JOINT STIPULATION FOR  
CLASS ACTION AND PAGA  
SETTLEMENT**

Action filed: April 5, 2019  
Trial date: None



1 TO THE COURT:

2 This Joint Stipulation for Class Action and PAGA Settlement (“Settlement Agreement”)  
3 is made and entered into by and between Maria Jimenez (“Plaintiff”), individually and on behalf  
4 of all others similarly situated, and Global Paratransit, Inc. (“Defendant” or “Global Paratransit”)  
5 (collectively, Defendant and Plaintiff will be referred to as the “Parties”), and is subject to the  
6 terms and conditions below, and to the Court’s approval. The Parties expressly acknowledge that  
7 this Settlement Agreement is entered into solely for the purpose of compromising significantly  
8 disputed claims and that nothing in this Settlement Agreement is an admission of liability or  
9 wrongdoing by Defendant. If for any reason the Settlement Agreement, including settlement of  
10 both the Class and PAGA Claims, is not approved in full, it will be of no force or effect, and the  
11 Parties will be returned to their respective positions, including status of pleadings, immediately  
12 prior to entering into this Settlement Agreement, as if they had never executed this Settlement  
13 Agreement, as more fully set forth below.

14 **DEFINITIONS**

15 The following definitions are applicable to this Settlement Agreement. Definitions  
16 contained elsewhere in this Settlement Agreement will also be effective:

17 1. “Action” means the case of *Maria Jimenez v. Blue and Yellow Taxi Group, Inc. et*  
18 *al.*, Los Angeles County Superior Court Case No. 19STCV11731.

19 2. “Settlement Administrator” means CPT Group, Inc. or any other third-party class  
20 action settlement Settlement Administrator agreed to by the Parties and approved by the Court  
21 for the purposes of administering this Settlement. The Parties each represent that they do not  
22 have any financial interest in the Settlement Administrator or otherwise have a relationship with  
23 the Settlement Administrator that could create a conflict of interest.

24 3. “Claims Administration Expenses” means the costs payable to the Settlement  
25 Administrator for administering this Settlement, including, but not limited to, printing, translating  
26 into Spanish, conducting a National Change of Address (“NCOA”) search, distributing (including  
27 with appropriate postage), and tracking documents for this Settlement in English and Spanish,  
28 any searches to locate any Class Members, tax reporting, distributing the Individual Settlement

1 Payments, Class Representatives Enhancement Payment, Class Counsel Fees and Costs, and  
2 providing necessary certification of completion of notice, reports and declarations, establishing  
3 and administering a qualified settlement fund account and other responsibilities set forth in this  
4 Settlement Agreement and as requested by the Parties. The Claims Administration Expenses are  
5 currently estimated to be no more than \$25,000.00.

6 4. "Class Counsel" means Matthew J. Matern and Mikael H. Stahle of Matern Law  
7 Group, PC.

8 5. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses  
9 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs  
10 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs  
11 associated with documenting the Settlement, providing any notices required as part of the  
12 Settlement or Court Order, securing the Court's approval of the Settlement, administering the  
13 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will  
14 request attorneys' fees not to exceed one-third of the Gross Settlement Amount or One Hundred  
15 Sixteen Thousand Six Hundred and Sixty-Five Dollars and Fifty Cents (\$116,665.50) and  
16 litigation costs and expenses not to exceed Thirty-Seven Thousand Five Hundred Dollars and  
17 Zero Cents (\$37,500.00). Defendant has agreed not to oppose Class Counsel's request for Class  
18 Counsel Fees and Costs.

19 6. "Class List" means a complete list of all Employed Class Members and Taxi Class  
20 Members for whom Defendant has been able to obtain information that Defendant will diligently  
21 and in good faith compile from their records and provide on a confidential basis to the Settlement  
22 Administrator within seven (7) calendar days after the Court's entry of an order granting  
23 preliminary approval of this Settlement. The Class List will be formatted in Microsoft Office  
24 Excel and Defendant will use its best efforts to include, if readily available, each Class Member's  
25 full name; most recent mailing address; last known telephone number; dates of employment or  
26 number of workweeks worked during the Class Period; PAGA Pay Periods; and Social Security  
27 number. The Parties acknowledge that the Class List to be prepared by Defendant may not  
28

1 include all Taxi Class Members since Defendant does not possess information identifying all Taxi  
2 Class Members. Settlement Administrator Settlement Administrator

3 7. “Class Member(s)” or “Settlement Class” means: 1) All current and former non-  
4 exempt hourly employees of Defendant within California at any time during the Class Period  
5 (“Employed Class Members”); and 2) such taxicab drivers who were not treated as employees,  
6 but rather as independent contractors, by Global Paratransit and who accepted Access trips  
7 through Global Paratransit during the Class Period (“Taxi Class Members”).

8 8. “Class Period” means the period from December 3, 2017 through September 30,  
9 2022.

10 9. “Class Representative Enhancement Payment” means the amount to be paid from  
11 the Gross Settlement Amount to the named Plaintiff in recognition of her efforts in prosecuting  
12 the Action on behalf of Class Members. Plaintiff will request and Defendant will not oppose  
13 Plaintiff’s application to the court for a payment of Seven Thousand Five Hundred Dollars and  
14 Zero Cents (\$7,500.00) for the named Plaintiff for her willingness to serve as Class  
15 Representative.

16 10. “Court” means the Los Angeles County Superior Court, or any other court taking  
17 jurisdiction of the Action.

18 11. “Effective Date” means the date when the Final Approval Order becomes final  
19 and Defendant fully funds the Gross Settlement Amount. For purposes of this Paragraph, the  
20 Final Approval Order “becomes final” upon the last to occur of the following: (a) if there are no  
21 objections to the Settlement, the date the Court enters an order granting final approval of the  
22 Settlement; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not  
23 sought from the Final Approval Order, the day after the time period to appeal the Settlement has  
24 expired, i.e., 60 days from the date the Court enters an order granting final approval of the  
25 Settlement; or (c) if there are objections to the Settlement, and an appeal, review, or writ is timely  
26 sought from the Final Approval Order, the day after the Final Approval Order is affirmed or the  
27 appeal, review, or writ is dismissed or denied, and the Final Approval Order is no longer subject  
28 to further judicial review.

1           12.    “Gross Settlement Amount” means the non-reversionary payment Defendant  
2 agrees to make in connection with the Agreement in the maximum settlement amount of Three  
3 Hundred and Fifty Thousand Dollars (\$350,000) (“Gross Settlement Amount”), which has been  
4 and/or will be paid by Defendant in full satisfaction of all claims arising from the Action. The  
5 Gross Settlement Amount includes all Individual Settlement Payments to Participating Class  
6 Members, the Class Representative Enhancement Payment, Claims Administration Expenses,  
7 Class Counsel Fees and Cost, and PAGA penalties in the amount of Thirty-Five Thousand Dollars  
8 and Zero Cents (\$35,000.00) of which 75% or Twenty-Six Thousand Two Hundred and Fifty  
9 Dollars and Zero Cents (\$26,250.00) will be paid to the Labor Workforce Development Agency  
10 (“LWDA”) and 25% or Eight Thousand Seven Hundred and Fifty Dollars and Zero Cents  
11 (\$8,750.00) to PAGA Group Members. Defendant will be responsible for the employer’s share  
12 of payroll taxes, which shall be paid separately by Defendant in addition to the Gross Settlement  
13 Amount.

14           13.    “Individual Employed Class Payment” means the pro rata share of the Net  
15 Employed Settlement Amount for a Participating Class Member who is an Employed Class  
16 Member calculated according to the number of Workweeks worked during the Class Period.

17           14.    “Individual Settlement Payment” means the Participating Class Member’s pro rata  
18 share of the Net Settlement Amount calculated according to the number of Workweeks worked  
19 during the Class Period.

20           15.    “Individual PAGA Payment” means the PAGA Group Member’s share of 25% of  
21 the PAGA Penalties, which shall be divided evenly among the PAGA Group Members.

22           16.    “Net Settlement Amount” means the Gross Settlement Amount less the Class  
23 Counsel Fees and Costs, Class Representative Enhancement Payment, Claims Administration  
24 Expenses, and PAGA Settlement Amount. The Net Settlement Amount is to be divided with a  
25 percentage allocated to the “Net Employed Settlement Amount” equal to the percentage of the  
26 total number of Employed Class Members compared to the total number of Class Members and  
27 a percentage allocated to the “Net Taxi Settlement Amount” equal to the percentage of total Taxi  
28 Class Members compared to the total number of Class Members, with the Net Employed

1 Settlement Amount and the Net Taxi Settlement Amount paid to Participating Class Members as  
2 Individual Employed Class Payments or Individual Taxi Class Payments.

3 17. "Notice of Objection" means a Class Member's valid and timely written objection  
4 to the Settlement Agreement. For the objection to be valid, it must include: (i) the objector's full  
5 name, signature, address, and telephone number; and (ii) a written statement of all grounds for  
6 the objection accompanied by any legal support for such objection. Further, an objector may  
7 appear at the Final Approval hearing, either in person or through counsel, at his or her expense,  
8 regardless of whether the objector submitted a Notice of Objection. The Parties will be permitted  
9 to respond in writing to such objections at least seven (7) calendar days prior to the Final  
10 Approval hearing or within the time period set by the Court.

11 18. "Notice" means the Notice of Class Action Settlement, substantially in the form  
12 attached as Exhibit A, along with notice by publication in a newspaper of general circulation, as  
13 approved by the Court, in order to provide the best notice practicable to those Taxi Class  
14 Members for whom no address has been located.

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

17 20. "PAGA Group Member(s)" means all current and former hourly non-exempt  
18 employees of Defendant within California at any time during the PAGA Period.

19 21. "PAGA Period" means the period from January 11, 2021 to September 30, 2022.

20 22. "PAGA Settlement Amount" means the total amount of PAGA civil penalties to  
21 be paid from the Gross Settlement Amount allocated to the resolution of PAGA Group Members'  
22 claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is  
23 Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) of which 75% or Twenty-Six  
24 Thousand Two Hundred and Fifty Dollars and Zero Cents (\$26,250.00) will be paid to the Labor  
25 Workforce Development Agency ("LWDA") and 25% or Eight Thousand Seven Hundred and  
26 Fifty Dollars and Zero Cents (\$8,750.00) will be paid to the PAGA Group Members.

27 23. "Participating Class Members" means all Class Members who do not submit valid  
28 Requests for Exclusion.

1           24.     “Plaintiff” means Maria Jimenez, the named plaintiff in the Action.

2           25.     “Preliminary Approval” means the Court order granting preliminary approval of  
3 the Settlement Agreement.

4           26.     “Released PAGA Claims” means the claims to be released by the PAGA Group  
5 Member and the State of California for civil penalties under PAGA that were alleged, or  
6 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the  
7 PAGA Notice; those being California Labor Code Sections 201, 202, 203, 204, 221 , 223, 224,  
8 226, 512, 1174, 1194, 1197, and Wage Order No. 9-2001, as well as all facts, theories, or claims  
9 for civil penalties that would be considered administratively exhausted under applicable law by  
10 the PAGA Notice Plaintiff sent to the LWDA.

11           27.     “Released Class Claims” means any and all claims, liabilities, demands,  
12 obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of  
13 whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or  
14 that reasonably could have been alleged based on the facts alleged in the [Operative](#)  
15 [ComplaintAction](#), including claims for: (a) failure to pay minimum wages; (b) failure to pay  
16 overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure to pay final  
17 wages upon separation of employment; (e) failure to provide compliant meal breaks and/or pay  
18 meal break premiums; (f) failure to provide compliant rest breaks and/or pay rest break premiums;  
19 (g) failure to pay all wages due to discharged and quitting employees; (h) failure to indemnify  
20 employees for necessary expenditures incurred in discharge of duties; (i) all claims for unfair  
21 business practices under California Business & Professions Code Section 17200 *et seq.* that could  
22 have been premised on the claims, causes of action or legal theories of relief described above in  
23 (a)–(h). The Parties agree that the judgment, and Released Claims provided herein, shall have *res*  
24 *judicata* effect. The Released Claims will cover all Class Members who do not opt out.

25           28.     “Released Parties” means Defendant and Defendant’s former and present parents,  
26 subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current,  
27 former, and future owners, officers, shareholders, directors, members, managers, operators,  
28 employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys,

1 insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal  
2 representatives and any individual or entity who or which could be jointly liable with Defendant  
3 and all persons or entities acting by, through under or in concert with any of them, including but  
4 not limited to Blue and Yellow Taxi Group, Inc., L.A. Checker Cab Company, Inc., and Access  
5 Services.

6 29. "Request for Exclusion" means a timely letter submitted by a Class Member  
7 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set  
8 forth the name, address, telephone number and last four digits of the Social Security Number of  
9 the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by  
10 mail or fax to the Settlement Administrator at the specified address or fax number indicated in  
11 the Notice; (d) clearly state that the Class Member does not wish to be included in the Settlement;  
12 and (e) be faxed or postmarked on or before the Response Deadline.

13 30. "Response Deadline" means the deadline by which Class Members must fax or  
14 postmark to the Settlement Administrator a valid Request for Exclusion, submit objections to the  
15 Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar days  
16 from the initial mailing of the Notice by the Settlement Administrator for Employed Class  
17 Members and Taxi Class Members to whom the Notice by the Settlement Administrator is mailed,  
18 and forty-five (45) calendar days from the publication of the Notice for Taxi Class Members.  
19 The Response Deadline for Request for Exclusion, objection or dispute workweeks will be  
20 extended fifteen (15) calendar days for any Employed Class Member who is re-mailed a Notice  
21 by the Settlement Administrator in accordance with the notice procedure described herein. The  
22 Response Deadline may also be extended by express agreement between Class Counsel and  
23 Defendant's counsel.

#### 24 **TERMS OF AGREEMENT**

25 Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

26 31. Impact of Any Court Determination Not to Enter Final Approval Order. In the  
27 event that the Court enters an Order denying final approval and this Settlement Agreement does  
28 not become effective, the following will occur:

- 1 a. on the date final approval is denied, the status of the Action will be deemed  
2 to return to its status at the time immediately prior to and as if the Parties  
3 had never executed this Settlement Agreement, except that the Section  
4 herein entitled Tolling of Statute concerning the time within which the  
5 Action must be brought to trial pursuant to Code of Civil Procedure sections  
6 583.310 through 583.360 shall remain effective; and
- 7 b. Defendant and Plaintiff shall share equally (50% each) all costs incurred by  
8 the Settlement Administrator.

9 32. Settlement Funding. Within seven (7) calendar days of the Effective Date, as  
10 explained in paragraph 11, Defendant will cause payment to be made for the Gross Settlement  
11 Amount in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000) to the Settlement  
12 Administrator in accordance with directions to be provided by the Settlement Administrator. The  
13 Settlement Administrator will deposit the funds into an interest-bearing trust account referred to  
14 as the Qualified Settlement Fund account from which the Settlement Administrator will have  
15 authority to distribute money in accordance with the terms of this Settlement Agreement. The  
16 Settlement Administrator will assist Defendant to calculate the appropriate amount of the  
17 employers' share of the payroll taxes which shall be paid separately from the Gross Settlement  
18 Amount.

19 33. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any  
20 application or motion by Class Counsel for Class Counsel Fees in the amount of up to one-third  
21 of the Gross Settlement Amount or One Hundred Sixteen Thousand Six Hundred and Sixty-Five  
22 Dollars and Fifty Cents (\$116,665.50), plus the reimbursement of the actual costs and expenses  
23 associated with Class Counsel's litigation and settlement of the Action, not to exceed Thirty-  
24 Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00).

25 34. Class Representative Enhancement Payment. In exchange for named Plaintiff  
26 executing a general release, and in recognition of her effort in prosecuting the Action on behalf  
27 of Class Members, Defendant agrees not to oppose or impede any application or motion for a  
28 Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars and



1 Zero Cents (\$7,500.00). The Class Representative Enhancement Payment, which will be paid  
2 from the Gross Settlement Amount, will be in addition to Plaintiff's Individual Settlement  
3 Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay  
4 any and all applicable taxes, penalties and interest on the payment made pursuant to this  
5 paragraph and will hold Defendant harmless from any claim or liability for taxes, penalties, or  
6 interest arising as a result of the payment.

7 35. Claims Administration Expenses. The Settlement Administrator will be paid for  
8 the reasonable fees and costs of administration of the Settlement, which are estimated not to  
9 exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). These will include, *inter*  
10 *alia*, fees and costs payable to the Settlement Administrator for printing translating into Spanish  
11 (or other first-languages of Class Members, if necessary), distributing (including with appropriate  
12 postage), and tracking documents for this Settlement in English and Spanish; any searches to  
13 locate any Class Members; calculating estimated amounts per Class Member and PAGA Group  
14 Members; tax reporting; distributing the Individual Settlement Payments, Class Representative  
15 Enhancement Payment, Class Counsel Fees and Costs, and payment to LWDA for PAGA  
16 penalties; and providing necessary certification of completion of notice, reports and declarations,  
17 establishing and administering a Qualified Settlement Fund account, required tax reporting on  
18 the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, calculating the  
19 employers' share of payroll taxes on the wage portion of the Individual Settlement Payments and  
20 coordinating related reporting, and other responsibilities as requested by the Parties. The Claims  
21 Administration Expenses will be paid from the Gross Settlement Amount.

22 36. Net Settlement Amount. The Net Settlement Amount will be used to satisfy  
23 Individual Settlement Payments to Participating Class Members from the Settlement Class and  
24 PAGA Group Members in accordance with the terms of this Agreement.

25 37. Individual Settlement Payment Calculations. Defendant will provide the Claims  
26 Administrator with: (a) either dates of employment or the total number of workweeks for each  
27 Employed Class Member who is a Participating Class Member and PAGA Group Member; and  
28 (b) for each Taxi Class Member, total trips taken by each Taxi Class Member for which Defendant

1 has a record. For Participating Employed Class Members, the Claims Administrator will divide  
 2 the Net Employed Settlement Amount by the total number of workweeks for Participating Class  
 3 Members who are Employed Class Members ("Work Week Rate Amount") and then multiply  
 4 this amount by each Participating Employed Class Member's total number of workweeks to yield  
 5 that employee's Individual Settlement Payment. In the event an Employed Class Member submits  
 6 a timely Request for Exclusion from the settlement, his/her share of the settlement will be added  
 7 to the Net Employed Settlement Amount.

8	NET		
9	EMPLOYED		Participating
10	SETTLEMENT	X	Employed Class
11	AMOUNT		Member's
12	<hr style="border: 1px solid black;"/>		Workweeks
13	Total number of		
14	Workweeks for		
15	all Participating		
16	Employed Class		
17	Members		

15 For Participating Taxi Class Members, the Claims Administrator will divide the Net Taxi  
 16 Settlement Amount by the total trips by all Participating Taxi Class Members for which  
 17 Defendant has a record (based on Defendant's information) and then multiply this amount by the  
 18 total for all trips by each Participating Taxi Class Member for which Defendant has a record  
 19 during the Class Period, to yield that person's Individual Settlement Payment. In the event a Taxi  
 20 Class Member submits a timely Request for Exclusion from the settlement, his/her share of the  
 21 settlement will be added to the Net Taxi Settlement Amount.

22	NET TAXI		Total trips by
23	SETTLEMENT	X	Participating Taxi
24	AMOUNT		Class Member
25	<hr style="border: 1px solid black;"/>		During Class
26	Total trips by all		Period
27	Participating Taxi		
28	Class Members		
	During Class		
	Period		

1 In addition, each Participating Class Member who is a PAGA Group Member will be paid  
2 an equal share of the Eight Thousand Seven Hundred and Fifty Dollars and Zero Cents  
3 (\$8,750.00) allocated for PAGA penalties.

4  
5 \$8,750 for PAGA  
6 Penalties to PAGA  
7 Group Members  
8 Total number of PAGA  
9 Group Members during  
10 PAGA Period

11 The Individual Class Payment for any Participating Class Member who is also a PAGA  
12 Group Member shall include the Participating Class Member's Individual PAGA Payment.

13 Class Members who are PAGA Group Members will not be permitted to exclude  
14 themselves from the PAGA claim portion of the Settlement. Individual PAGA Payments in the  
15 appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA  
16 Group Members including to those Class Members who are PAGA Group Members who  
17 submitted a request for exclusion.

18 38. No Credit Toward Benefit Plans. All Individual Class Payments shall be deemed  
19 to be income to such Class Members solely in the year in which such payments actually are  
20 received by the Class Members. It is expressly understood and agreed that the receipt of such  
21 Individual Settlement Payments will not entitle any Class Member to additional compensation or  
22 benefits under any company bonus, paid time off (including vacation and sick leave), or other  
23 compensation or benefit plan or agreement in place during the period covered by the Settlement,  
24 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching  
25 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual  
26 Settlement Payments provided for in this Agreement are the sole payments to be made by  
27 Defendant to the Class Members in connection with this Settlement, and that the Class Members  
28 are not entitled to any new or additional compensation or benefits as a result of having received  
the Individual Settlement Payments (notwithstanding any contrary language or agreement in any

1 benefit or compensation plan document that might have been in effect during the period covered  
2 by this Settlement).

3 39. Claims Administration Process. The Parties agree to cooperate in the  
4 administration of the settlement and to make all reasonable efforts to control and minimize the  
5 costs and expenses incurred in administration of the Settlement.

6 40. Delivery of the Class List. Within seven (7) calendar days of Preliminary  
7 Approval, Defendant will provide the Class List to the Settlement Administrator.

8 41. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving  
9 the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class  
10 Members via regular First-Class U.S. Mail.

11 42. Confirmation of Contact Information in the Class Lists. Upon receipt of the Class  
12 List, the Settlement Administrator shall perform a search based on the National Change of  
13 Address Database maintained by the United States Postal Service to update and correct any  
14 known or identifiable address changes. Within fifteen (15) days after receiving the Class List  
15 from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice  
16 to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall  
17 exercise its best judgment to determine the current mailing address for each Class Member. The  
18 address identified by the Settlement Administrator as the current mailing address shall be  
19 presumed to be the most current mailing address for each Class Member. The Parties agree that  
20 this procedure for notice provides the best practical notice to Class Members and fully complies  
21 with due process.

22 43. Notice. All Class Members will be mailed the Notice. The Notice will provide:  
23 (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal  
24 terms, (3) the Settlement Class definition, (4) each Class Member's number of workweeks  
25 worked during the Class Period, (5) each Class Member's estimated Individual Settlement  
26 Payment; (6) the dates which comprise the Class Period, (7) instructions on how to submit valid  
27 Requests for Exclusion, objections or dispute workweeks, (8) the deadlines by which the Class  
28 Member must fax or postmark Request for Exclusions, submit objections to the Settlement or

1 dispute workweeks, and (9) the claims to be released, as set forth in this Settlement Agreement.  
2 A Class Notice will also be published in a newspaper of general circulation, as approved by the  
3 Court, allowing for submission of a claim to the Settlement Administrator by any individual not  
4 already included in the Class List. To be timely, any such claim must be submitted to the  
5 Settlement Administrator by the Response Deadline.

6 44. On the same date that the Notice Packet is mailed to Class Members, or as soon  
7 thereafter as possible, a supplemental English version of the Class Notice (attached hereto as  
8 Exhibit A) shall be placed in the *Los Angeles Times*, and a supplemental Spanish version of the  
9 Class Notice shall be placed in *Hoy Fin de Semana La Opinion*, the highest circulating Spanish-  
10 language newspaper in Southern California;

11 44(a) The published notice shall instruct Class Members who did not  
12 receive a Notice Packet to contact the Settlement Administrator, who  
13 shall then send a Notice Packet via first class U.S. mail;

14 44(b) Class Members shall have 45 days from the date of publication in the  
15 *Los Angeles Times* or *Hoy Fin de Semana La Opinion*, whichever is  
16 later if the ads run on different days, to submit a Request for  
17 Exclusion or an objection to the Settlement, so long as the Class  
18 Members were not mailed a Notice Packet by the Settlement  
19 Administrator in the first mailing;

20 44(c) The Response Deadline for Class Members mailed a Notice Packet in  
21 the first mailing shall not change and will remain 45 days from the  
22 date of mailing;

23 44(d) If each ad is no more than 400 words and runs one time in each  
24 publication, the estimated cost for the notice by publication procedure  
25 outlined above ~~shall be approximately \$25,805.54~~, including the cost  
26 to prepare and translate the ad, the cost to run the ad, and all other  
27 associated costs ~~(see Exhibit B)~~, shall be included within the  
28 estimated maximum \$25,000.00 allocated towards Claims

1 Administration Expenses.;

2 ~~44(e) — The parties agree that the additional cost for notice by publication~~  
3 ~~shall be deducted from the Maximum Settlement Amount.~~

4 45. Request for Exclusion Procedures. Any Class Member wishing to opt out from  
5 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the  
6 Settlement Administrator within the Response Deadline. The date of the fax or postmark on the  
7 return mailing envelope will be the exclusive means to determine whether a Request for  
8 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that  
9 they will not solicit or encourage Class Members to opt-out or object to this Settlement  
10 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group  
11 Members are bound by the Court's resolution of that claim. Class Members who are also PAGA  
12 Group Members submitting a request for exclusion will nevertheless receive their Individual  
13 PAGA Payment.

14 46. Defective Submissions. The Administrator may not reject a Request for Exclusion  
15 as invalid because it fails to contain all the information specified in the Class Notice. The  
16 Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably  
17 ascertain the identity of the person as a Class Member and the Class Member's desire to be  
18 excluded. The Administrator's determination shall be final and not appealable or otherwise  
19 susceptible to challenge. If the Administrator has reason to question the authenticity of a Request  
20 for Exclusion, the Administrator may demand additional proof of the Class Member's identity.  
21 The Administrator's determination of authenticity shall be final and not appealable or otherwise  
22 susceptible to challenge.

23 47. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
24 Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely  
25 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to  
26 the Released Claims (other than as it applies to the PAGA claims with respect to the PAGA Group  
27 Members), as well as any Judgment that may be entered by the Court if it grants final approval  
28 to the Settlement. If the Court approves the compromise of the PAGA claim, Class Members

1 who are also PAGA Group Members submitting a request for exclusion will nevertheless be  
2 bound by the Court's resolution of that claim and their Individual PAGA Payment. The Parties  
3 agree that if the total number of Class Members included in the Class List electing to opt-out of  
4 the class settlement equals more than 1% of the total Class Members, then Defendant in its sole  
5 and absolute discretion shall have the right to cancel this settlement in its entirety. Defendant  
6 must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days  
7 after the Administrator sends the final class list to Defense Counsel; late elections will have no  
8 effect. In the event that Defendant decides to cancel this settlement due to the number of opt-outs  
9 then Defendant shall be 100% responsible for costs of the Settlement Administrator and the  
10 Parties agree that this Settlement Agreement shall be of no force and effect and the status of the  
11 Action will be deemed to return to its status at the time immediately prior to and as if the Parties  
12 had never executed this Settlement Agreement.

13 48. Objection Procedures. To object to the Settlement Agreement, a participating  
14 Class Member may not submit a Request for Exclusion and may mail a valid Notice of Objection  
15 to the Settlement Administrator by the Response Deadline. The Settlement Administrator will  
16 notify counsel for the Parties forthwith via email. Class Counsel will lodge the objection with  
17 the Court. The Notice of Objection must be signed by the Class Member and contain all  
18 information required by this Settlement Agreement. The postmark date of the mailing will be  
19 deemed the exclusive means for determining that the Notice of Objection is timely. Class  
20 Members who wish to object will have a right to appear at the Final Approval Hearing, with or  
21 without counsel at his/her own expense, in order to have their objections heard by the Court,  
22 regardless of whether they submitted a Notice of Objection. At no time will any of the Parties or  
23 their counsel seek to solicit or otherwise encourage Class Members to submit written objections  
24 to the Settlement Agreement or appeal from the Final Approval Order and Judgment.

25 49. Certification Reports Regarding Individual Settlement Payment Calculations. The  
26 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report  
27 which certifies: (i) the number of Class Members who have submitted a valid Request for  
28 Exclusion; (ii) the number of Class Members who have submitted a valid Notice of Objection;

1 (iii) the number of any deficient Requests for Exclusion or objections; and (iv) the number of any  
2 submissions by Unidentified Class Members who submit a claim to the Settlement Administrator  
3 after receiving notice via the publication. Additionally, the Settlement Administrator will provide  
4 to counsel for both Parties any updated reports regarding the administration of the Settlement  
5 Agreement as needed or requested.

6 50. Timing of Distribution of Individual Settlement Payments. Within seven (7)  
7 calendar days of Defendant depositing the Gross Settlement Amount, the Settlement  
8 Administrator will issue payments to (1) Participating Class Members and PAGA Group  
9 Members; (2) Plaintiff; (3) Class Counsel; and (4) payment to LWDA. The Settlement  
10 Administrator will also issue a payment to itself for Court-approved services performed in  
11 connection with the settlement.

12 51. Uncashed or Undeliverable Settlement Checks. Individual settlement checks paid  
13 to participating Class Members will be valid for 180 days. Participating Class Members and/or  
14 PAGA Group Members will have one hundred eighty (180) calendar days from the date of the  
15 mailing of the check to cash their check. For any check not cashed after 180 calendar days, the  
16 Settlement Administrator will send the amount represented by the check to the California State  
17 Controller's Office Unclaimed Property Fund, with the identity of the Participating Class  
18 Member and/or PAGA Group Member to whom the funds belong, to be held for the participating  
19 Class Member and/or PAGA Group Member per California Unclaimed Property Law, in the  
20 interest of justice. The money paid to the California State Controller's Office Unclaimed  
21 Property Fund will remain the Participating Class Member's and/or PAGA Group Members'  
22 property. This will allow Participating Class Members and/or PAGA Group Members who did  
23 not cash their checks to collect their Individual Settlement Amounts at any time in the future.  
24 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and  
25 California Code of Civil Procedure section 384 shall not apply. The funds will be held by the  
26 State until claimed by the employee and the uncashed check never ceases to be the employee's  
27 property.



1           52.    Certification of Completion. Upon completion of administration of the Settlement,  
2 the Settlement Administrator will provide a written declaration under oath to certify such  
3 completion to the Court and counsel for all Parties. At least 15 days before any deadline set by  
4 the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a  
5 signed declaration suitable for filing in Court attesting to its disbursement of all payments  
6 required under this Agreement.

7           53.    Treatment of Individual Settlement Payments. All Individual Settlement  
8 Payments will be allocated as follows: 100% of each Individual PAGA Payment shall be allocated  
9 as penalties; 20% of each Individual Employed Class Payment will be allocated for the settlement  
10 of wage claims; and 80% of each Individual Employed Class Payment will be allocated for the  
11 settlement of interest and penalties. The portion allocated to wages in each Individual Employed  
12 Class Payment will be reported on an IRS Form W-2 and the portion allocated to interest and  
13 penalties will be reported on an IRS Form-1099 by the Settlement Administrator. All Individual  
14 Taxi Class Payments will be reported on an IRS Form-1099 by the Settlement Administrator

15           54.    Administration of Taxes by the Settlement Administrator. The Settlement  
16 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA  
17 Group Members, Class Counsel, and Defendant any W-2, 1099, or other tax forms as may be  
18 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
19 Administrator will also be responsible for forwarding all payroll taxes and other legally required  
20 withholdings, and related reporting, to the appropriate government authorities.

21           55.    Payment of Employer Taxes: For any portion of the Class Members' Class  
22 Settlement Payments that are designated as "wages" for purposes of tax reporting, the employer's  
23 taxes, employer contributions of all federal, state, and local taxes (including, but not limited to,  
24 FICA, FUTA, and SDI), will be paid separately from the Gross Settlement Amount, via and with  
25 the Settlement Administrator's assistance.

26           56.    Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
27 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
28 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER

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

22 57. No Prior Assignments. The Parties and their counsel represent, covenant, and  
23 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported  
24 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
25 action, cause of action or right released and discharged in this Settlement Agreement.

26 58. Release of Claims by Class Members. Upon the date the Court enters an order  
27 granting final approval of the Settlement and Defendant fully funds the Gross Settlement Amount,  
28 all Class Members who do not timely submit a valid Request for Exclusion do and will be deemed

1 to have fully, finally and forever released, settled, compromised, relinquished, waived, and  
2 discharged any and all of the Released Parties of and from any and all Released Claims accruing  
3 during the Class Period. In addition, on the date the Court enters an order granting final approval  
4 of the Settlement and Defendant fully funds the Gross Settlement Amount, all Class Members  
5 who do not timely submit a valid Request for Exclusion and all successors in interest will be  
6 barred from prosecuting or participating in any and all Released Claims against the Released  
7 Parties accruing during the Class Period. Furthermore, upon the date the Court enters an order  
8 granting final approval of the Settlement and Defendant fully funds the Gross Settlement Amount,  
9 the State of California and PAGA Group Members (regardless of whether PAGA Group Members  
10 opt out of the Class Settlement) release the Released Parties from the Released PAGA Claims.

11         59. Release by Plaintiff. Upon the date the Court enters an order granting final  
12 approval of the settlement and Defendant fully funds the Gross Settlement Amount, in addition  
13 to the claims being released by all Class Members, Plaintiff will provide the following additional  
14 general release (“General Release”): Plaintiff, on her own behalf and on behalf of her heirs,  
15 spouses, executors, administrators, attorneys, agents and assigns, fully and finally releases the  
16 Released Parties from all claims, demands, rights, liabilities and causes of action of every nature  
17 and description whatsoever, known or unknown, asserted or that might have been asserted,  
18 whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising  
19 out of, relating to, or in connection with any act or omission by or on the part of any of the  
20 Released Parties committed or omitted prior to the execution of this Agreement that occurred  
21 during the Class Period. This General Release includes any unknown claims Plaintiffs do not  
22 know or suspect to exist in their favor at the time of this General Release, which, if known by  
23 them, might have affected their settlement with, and release of, the Released Parties or might  
24 have affected their decision not to object to this Settlement or this Release. To the extent the  
25 foregoing releases are releases to which Section 1542 of the California Civil Code or similar  
26 provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and  
27 benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or  
28 similar provisions of applicable law which are as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
2 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
3 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
4 THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
5 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
6 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
7 OR RELEASED PARTY.

8 The significance of this release and waiver of Civil Code Section 1542 has been explained to  
9 Plaintiffs by their respective counsel. Release by Plaintiffs expressly excludes any claims for  
10 workers compensation against Defendant.

11 60. Neutral Reference. Defendant agrees that they will only provide a neutral  
12 reference for Plaintiff should any prospective employers or anyone contact them regarding  
13 Plaintiff's employment. Defendant shall only provide the dates of employment and Plaintiff's  
14 last job title held with Defendant.

15 61. Nullification of Settlement Agreement. In the event that: (i) the Court does not  
16 finally approve the Settlement both class claims and PAGA as provided in this Settlement  
17 Agreement; or (ii) the Settlement does not become final for any other reason, then this Settlement  
18 Agreement and any documents generated to bring it into effect will be null and void and the status  
19 of the Action will be deemed to return to its status at the time immediately prior to and as if the  
20 Parties never executed the Settlement. Any order or judgment entered by the Court in furtherance  
21 of this Settlement Agreement will likewise be treated as void from the beginning. In such case,  
22 the Settlement shall not be used or be admissible in any subsequent proceedings, either in this  
23 Action, this Court, or any other Court or forum.

24 62. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to  
25 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
26 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes  
27 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for  
28 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for  
the Notice to be sent to all Class Members as specified in this Settlement Agreement. In  
conjunction with the Preliminary Approval motion, Plaintiff will submit this Settlement  
Agreement, which sets forth the terms of this Settlement and will include the proposed Notice.

1           63.    Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of  
2 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement  
3 Agreement, and with the Court’s permission, a Final Approval/Settlement Fairness Hearing will  
4 be conducted to determine the Final Approval of the Settlement Agreement along with the  
5 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees and  
6 Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for PAGA  
7 penalties; and (v) all Claims Administration Expenses. Class Counsel will be responsible for  
8 drafting all documents necessary to obtain final approval. Class Counsel will also be responsible  
9 for drafting the attorneys’ fees and costs application to be heard at the Final Approval/Settlement  
10 Fairness Hearing.

11           64.    Tolling of Statute. The Parties stipulate and agree, pursuant to California Code  
12 of Civil Procedure section 583.330(a), that the time within which the Action must be brought to  
13 trial pursuant to Code of Civil Procedure sections 583.310 through 583.360 shall be extended by  
14 the period of time from January 27, 2022 through the later of January 27, 2023 or the date of  
15 entry of the order on the motion for final approval and that said period of time shall not be  
16 included in the computation of the five-year period specified in the Code of Civil Procedure  
17 section 583.310.

18           65.    Judgment and Continued Jurisdiction. Upon final approval of the Settlement by  
19 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a  
20 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule  
21 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for a  
22 period of thirty days from the date the Court signs the Judgment. After entry of the Judgment,  
23 the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation  
24 and enforcement of the terms of the Settlement Agreement, (ii) settlement administration matters,  
25 and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in  
26 this Settlement Agreement.

27           66.    Exhibits Incorporated by Reference. The terms of this Settlement Agreement  
28 include the terms set forth in any attached Exhibits, which are incorporated by this reference as

1 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an  
2 integral part of the Settlement.

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

10 68. Amendment or Modification. This Settlement Agreement may be amended or  
11 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
12 interest.

13 69. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant  
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
15 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
16 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
17 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
18 counsel will cooperate with each other and use their best efforts to effect the implementation of  
19 the Settlement. If the Parties are unable to reach agreement on the form or content of any  
20 document needed to implement the Settlement Agreement, or on any supplemental provisions  
21 that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may  
22 seek the assistance of the Court to resolve such disagreement.

23 70. Binding on Successors and Assigns. This Settlement Agreement will be binding  
24 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement  
25 Agreement, as previously defined.

26 71. Execution and Counterparts. This Settlement Agreement is subject only to the  
27 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
28 counterparts. All executed counterparts and each of them, including facsimile and scanned copies

1 of the signature page, will be deemed to be one and the same instrument provided that counsel  
2 for the Parties will exchange among themselves original signed counterparts.

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

10 73. Invalidity of Any Provision. Before declaring any provision of this Settlement  
11 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest  
12 extent possible consistent with applicable precedents so as to define all provisions of this  
13 Settlement Agreement valid and enforceable.

14 74. Captions. The captions and section numbers in this Agreement are inserted for the  
15 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
16 provisions of this Agreement.

17 75. Waiver. No waiver of any condition or covenant contained in this Agreement or  
18 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
19 constitute a further waiver by such party of the same or any other condition, covenant, right or  
20 remedy.

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

26 77. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
27 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not  
28 be construed more strictly against one party than another merely by virtue of the fact that it may

1 have been prepared by counsel for one of the Parties, it being recognized that, because of the  
2 arms-length negotiations between the Parties, all Parties have contributed to the preparation of  
3 this Agreement.

4 78. Representation By Counsel. The Parties acknowledge that they have been  
5 represented by counsel throughout all negotiations that preceded the execution of this Settlement  
6 Agreement, and that this Settlement Agreement has been executed with the consent and advice  
7 of counsel.

8 79. All Terms Subject to Final Court Approval. All amounts and procedures described  
9 in this Settlement Agreement will be subject to final Court approval.

10 80. Cooperation and Execution of Necessary Documents. All Parties will cooperate  
11 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms  
12 of this Settlement Agreement.

13 81. Binding Agreement. The Parties warrant that they understand and have full  
14 authority to enter into this Agreement, and further intend that this Agreement will be fully  
15 enforceable and binding on all Parties, and agree that it will be admissible and subject to  
16 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality  
17 provisions that otherwise might apply under federal or state law.

18 82. No Admission of Liability. Nothing contained in this Settlement Agreement shall  
19 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the  
20 part of Defendant. Each of the Parties has entered into this Settlement Agreement with the  
21 intention to avoid further disputes and litigation, and the attendant inconvenience and expense.  
22 This Settlement Agreement shall be inadmissible in evidence in any action or proceeding, by any  
23 party, except an action or proceeding by one of the Parties to approve, interpret, or enforce the  
24 Settlement Agreement's terms.

25 83. Communications. The Parties and their counsel agree that they will not publicize  
26 or issue or post any press releases, advertising, or marketing, or initiate any contact with the  
27 media about this case or the parties involved, including the fact, amount, or terms of the  
28 Settlement. If counsel for either Party receives an inquiry about the Settlement from the media,



1 counsel may only respond that a settlement has been reached. This paragraph does not restrict  
2 Class Counsel's communications with Class Members in accordance with Class Counsel's ethical  
3 obligations owed to Class Members.

4 84. Disputes. Any dispute between the Parties concerning the interpretation or  
5 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such  
6 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the  
7 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Lynn Frank,  
8 Esq. for mediation before being submitted to the Court, unless the Parties agree otherwise.

9 85. Applicable Law. All terms and conditions of this Stipulation and its exhibits will  
10 be governed by and interpreted according to the laws of the State of California, without giving  
11 effect to any conflict of law or choice of law principles.

12 86. Declaration in Support of Approval: Defendant shall provide a declaration from  
13 an individual with personal knowledge in support of approval of the Settlement. Plaintiff shall  
14 file the declaration with the Court in support of the motion for preliminary approval.

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**SIGNATURES**

**READ CAREFULLY BEFORE SIGNING**

PLAINTIFF

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

\_\_\_\_\_  
Maria Jimenez

DEFENDANT

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

\_\_\_\_\_  
Global Paratransit, Inc.

**APPROVED AS TO FORM**

Dated: \_\_\_\_\_, 2023

THE MATERN LAW GROUP, PC

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

Matthew J. Matern  
Mikael H. Stahle

*Attorneys for Plaintiff*  
MARIA JIMENEZ, on behalf of herself and all others  
similarly situated

Dated: \_\_\_\_\_, 2023

DUNN DESANTIS WALT & KENDRICK, LLP

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

Kevin V. DeSantis  
James A. McFaul

*Attorneys for Defendant*  
Global Paratransit, Inc.

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age  
3 of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue,  
Suite 200, Manhattan Beach, California 90266.

4 On **September 13, 2023**, I served the following document or documents:

5 **NOTICE OF SUBMISSION OF AMENDED JOINT STIPULATION FOR CLASS**  
6 **ACTION AND PAGA SETTLEMENT**

7  **By e-mail or electronic transmission.** I caused the documents to be sent to the person at  
8 the e-mail addresses listed below. I did not receive, within a reasonable time after the  
9 transmission, any electronic message or other indication that the transmission was  
unsuccessful.

<p>10 Kevin V. DeSantis, Esq. 11 James A. McFaul, Esq. 12 John E. Solis, Esq. 13 <b>DUNN DESANTIS WALT &amp;</b> 14 <b>KENDRICK, LLP</b> 15 750 B Street, Suite 2620 16 San Diego, CA 92101 17 Telephone: (619) 573-4488 Facsimile: (619) 255-4868 kdesantis@ddwklaw.com jmcfaul@ddwklaw.com jsolis@ddwklaw.com</p>	<p>Attorney for Defendants L.A. CHECKER CAB COMPANY, INC., BLUE AND YELLOW TAXI GROUP, INC., and ACCESS SERVICES</p>
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18 I declare under penalty of perjury under the laws of the State of California that the  
19 foregoing is true and correct.

20 Executed on **September 13, 2023** at Manhattan Beach, California.

21  
22  
23 Christian Lopez

