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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

ALBERT ARELLANO, ROBERT
GARZA, DANIEL CORONADO dba
JOSE DON CORONADO,
BARARA.MIDDLE RIDER

PLAINTIFFS AND CLASS ACTION

Plaintiffs,

v.

MOVING SOLUTIONS, a California
Corporation MANAGED FACILITIES
SOLUTIONS, LLC a California
Limited Liability Company and
CHARTWELL STAFFING
SOLUTIONS, INC. a new York
Corporation licensed to do business in
California

Defendants.

Case No. 17-CV-04015 LHK

**JOINT STIPULATION OF
CLASS/COLLECTIVE ACTION
AND PAGA SETTLEMENT**

Hon. Lucy H. Koh

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23 MANAGED FACILITIES SOLUTIONS, LLC

24
25
26 This Joint Stipulation of Class/Collective Action and PAGA Settlement and
27 Release of Claims is entered into by and between Plaintiffs Barbara Middle Rider,
28 Robert Garza, Albert Arellano, and Dan Coronado, individually and on behalf of

the Class Members, and Defendants Moving Solutions, Inc., Managed Facilities Solutions, LLC, and Chartwell Staffing Services, Inc.

I. DEFINITIONS

A. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class/Collective Action and PAGA Settlement and Release of Claims.

B. “Action” means the lawsuit, entitled *Gary Middle Rider et al. v. Moving Solutions et al.* filed on July 17, 2017 in the United States District Court for the Northern District of California (Case No. 5:17-cv-04015-LHK).

C. “CAFA Notice” shall mean the notice of this Agreement required to be served by Defendants on the appropriate federal and state agencies as required by 28 U.S.C. § 1715(b).

D. “Claim Form” means the Claim Form, as set forth in **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members and include English and Spanish translations.

E. “Claimant” means a Class Member who timely submits a valid and complete Claim Form to the Settlement Administrator.

F. “Class Counsel” means Law Office of James Dal Bon and Booke & Ajlouny.

G. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Maximum Settlement Fund.

H. “Class Data” means information regarding Class Members that Defendants will, in good faith, compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include the following information for each Class Member: (1) full name; (2) last known address; (3) last known home telephone number; (4) Social Security number; and (5) number of weeks worked during the Class Period.

I. “Class Members” or “Class” means all current and former hourly, non-exempt employees who are employed or have been employed by Defendants in the

1 State of California during the Class Period, except for administrative office staff.
2 Class Members do not include Defendant Chartwell's employees who were not
3 placed to work for Defendant Moving Solutions, Inc. or Defendant Managed
4 Facilities Solutions, LLC.

5 J. "Class Period" means the period from July 17, 2013 through the Preliminary
6 Approval Date.

7 K. "Class Representative Enhancements" means the amounts that the Court
8 authorizes to be paid to Plaintiffs, in addition to their Individual Settlement
9 Payments, in recognition of their efforts and risks in assisting with the prosecution
10 of the Action and in exchange for executing the General Release provided herein.

11 L. "Class Representatives" means Plaintiffs in their capacities as the
12 representatives of the Class Members.

13 M. "Compensable Workweeks" means the total number of workweeks (full or
14 partial) during which Class Members worked for Defendants during the Class
15 Period based on Defendants' Records.

16 N. "Court" means the United States District Court for the Northern District of
17 California.

18 O. "Defendant Chartwell" means Chartwell Staffing Services, Inc.

19 P. "Defendant Managed Facilities Solutions, LLC" means Managed Facilities
20 Solutions, LLC.

21 Q. "Defendant Moving Solutions, Inc." means Moving Solutions, Inc.

22 R. "Defendants" means Moving Solutions, Inc., Managed Facilities Solutions,
23 LLC, and Chartwell Staffing Services, Inc.

24 S. "Effective Date" means: (a) the date upon which the Court signs the Final
25 Approval Order and Final Judgment; (b) if there is an objector(s), the time for
26 appeal of the Final Approval Order and Final Judgment expires; or (c) if an appeal
27 is timely filed, the date of a final resolution of any appeal from the Final Approval
28 Order and Final Judgment.

1 T. "Employee's Taxes and Required Withholdings" means the employee's share
2 of any and all applicable federal, state, or local payroll taxes, including income
3 taxes under the Internal Revenue Code and state law, and those collected under
4 authority of the Federal Insurance Contributions Act ("FICA"), the Federal
5 Unemployment Tax Act ("FUTA"), and/or the State Unemployment Tax Act
6 ("SUTA") on the portion of any Claimant's Individual Settlement Payment that
7 constitutes wages. The Employee's Taxes and Required Withholdings will be
8 withheld from and paid out of the Net Settlement Fund.

9 U. "Employers' Taxes" means and refers to the employer's share of corporate
10 federal, state, and/or local payroll taxes, including Medicare taxes, Social Security
11 taxes, federal unemployment taxes, state unemployment insurance taxes, and
12 employment training taxes, that is owed on the portion of any Claimant's
13 Individual Settlement Payment that constitutes wages. The Employers' Taxes shall
14 be paid from the Maximum Settlement Fund.

15 V. "Final Approval Hearing" means the hearing at which the Court will make a
16 final decision regarding whether or not to approve the Settlement and the amount of
17 attorneys' fees, costs, and Class Representative Enhancements to award.

18 W. "Final Approval Order" means an order from the Court finally approving the
19 Class Settlement. A copy of a proposed Final Approval Order subject to Court
20 approval is attached hereto as **Exhibit 4**.

21 X. "Final Judgment" means the Court's entry of a Final Judgment dismissing the
22 Action. A copy of a proposed Final Judgment is attached hereto as **Exhibit 5**.

23 Y. "FLSA Claims" means claims for failure to pay minimum or overtime wages
24 pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.
25 ("FLSA").

26 Z. "FLSA Settlement Period" means the period from July 17, 2014 through the
27 Preliminary Approval Date.

28 AA. "Individual Settlement Payment" means the amount payable from the Net

1 Settlement Amount to each Claimant, net of any Employee's Taxes and Required
2 Withholdings.

3 BB. "Maximum Settlement Fund" means the sum of the Individual Settlement, the
4 Class Representative Enhancements, the Class Counsel Award, PAGA Payment,
5 PAGA Payment Checks, Employer's Taxes, and the Settlement Administration
6 Costs, up to a maximum settlement amount of Four Hundred Seventy Thousand
7 Dollars (\$470,000). Defendants shall issue payment to the Settlement
8 Administrator for one-half of the Maximum Settlement Fund (i.e., \$235,000) within
9 30 days of the Effective Date. Defendants shall issue payment to the Settlement
10 Administrator for the second half of the Maximum Settlement Fund (i.e., \$235,000)
11 within 210 days of the Effective Date. Defendant Chartwell is responsible for
12 paying \$250,000 of the Maximum Settlement Fund. Defendant Managed Facilities
13 Solutions, LLC is responsible for paying \$200,000 of the Maximum Settlement
14 Fund. Defendant Moving Solutions, Inc. is responsible for paying \$20,000 of the
15 Maximum Settlement Fund. Defendants shall each pay half of their portions of the
16 Maximum Settlement Fund in each installment.

17 CC. "Net Settlement Amount" or "NSA" means the Maximum Settlement Fund,
18 less the Class Representative Enhancements, the Class Counsel Award, PAGA
19 Payment, PAGA Payment Checks, Employers' Taxes, and the Settlement
20 Administration Costs.

21 DD. "Notice Packet" means a packet containing the Notice of Class/Collective
22 Action and PAGA Settlement in a form substantially similar to the form attached
23 hereto as **Exhibit 1** and the Claim Form in a form substantially similar to the form
24 attached hereto as **Exhibit 2**. The Notice Packet will include both English and
25 Spanish translations.

26 EE. "PAGA" means the California Labor Code Private Attorneys General Act of
27 2004, Cal. Lab. Code §§ 2699, *et seq.*

28 FF. "PAGA Claims" means any and all claims for penalties, attorney's fees, costs,

1 and other amounts recoverable pursuant to PAGA during the PAGA Settlement
 2 Period that are premised on any of the following claims: (a) failure to pay overtime
 3 wages in violation of California Labor Code §§ 510 and 1198; (b) failure to pay
 4 minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
 5 (c) failure to provide meal periods in violation of California Labor Code §§ 226.7
 6 & 512(a); (d) failure to authorize and permit rest periods in violation of California
 7 Labor Code § 226.7; (e) failure to timely pay wages at the termination of
 8 employment in violation of California Labor Code §§ 201, 202, and 203; (f) failure
 9 to provide accurate, itemized wage statements in violation of California Labor
 10 Code § 226.

11 GG. “PAGA Payment” means the payment made hereunder to the California
 12 Labor and Workforce Development Agency pursuant to PAGA.

13 HH. “PAGA Payment Check” means the check issued to each PAGA Releasee for
 14 his/her share of the PAGA Payment.

15 II. “PAGA Releasee” means non-exempt employees who are employed or have
 16 been employed by Defendants in the State of California from December 13, 2017
 17 through the Preliminary Approval Date, except for administrative office staff.
 18 PAGA Releasees do not include Chartwell’s employees who were not placed to
 19 work for Defendant Moving Solutions, Inc. or Defendant Managed Facilities
 20 Solutions, LLC.

21 JJ. “PAGA Settlement” means the PAGA portion of the settlement embodied in
 22 this Agreement, which is subject to the Court’s approval.

23 KK. “PAGA Settlement Period” means the period from December 13, 2017
 24 through the Preliminary Approval Date.

25 LL. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall
 26 mean either Plaintiffs or Defendants, individually.

27 MM. “Plaintiff Arellano” means Albert Arellano.

28 NN. “Plaintiff Coronado” means Dan Coronado.

1 OO. "Plaintiff Garza" means Robert Garza.

2 PP. "Plaintiff Middle Rider" means Barbara Middle Rider.

3 QQ. "Preliminary Approval Date" means the date on which the Court enters an
4 order granting preliminary approval of the Settlement.

5 RR. "Preliminary Approval Order" means an order from the Court: (1)
6 preliminarily approving the Class Settlement; and (2) approving the PAGA
7 Settlement. A copy of a proposed Preliminary Approval Order subject to Court
8 approval is attached hereto as **Exhibit 3**.

9 SS. "Released Claims" means any and all claims, debts, liabilities, demands,
10 obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action
11 or causes of action of whatever kind or nature under California law, whether known
12 or unknown, contingent or accrued, that are based on the same facts alleged in the
13 Action, including claims for: (a) failure to pay overtime wages in violation of
14 California Labor Code §§ 510 and 1198; (b) failure to pay minimum wages or to
15 timely pay such wages in violation of California Labor Code §§ 204, 1194, 1197,
16 and 1197.1; (c) failure to provide meal periods in violation of California Labor
17 Code §§ 226.7 & 512(a); (d) failure to authorize and permit rest periods in violation
18 of California Labor Code § 226.7; (e) failure to timely pay wages at the termination
19 of employment in violation of California Labor Code §§ 201, 202, and 203; (f)
20 failure to provide accurate, itemized wage statements in violation of California
21 Labor Code §§ 226 and 226.6; (g) unfair business practices under California
22 Business & Professions Code Section 17200 *et seq.*; and (h) all damages, including,
23 but not limited to, liquidated damages, civil and statutory penalties, interest and
24 other amounts recoverable under said claims identified above in (a)-(g) during the
25 Class Period (the "Released Claims"). To the extent that Class Members opt in to
26 the settlement, as provided in Part III.D, below, the Released Claims shall also
27 include all claims, debts, liabilities, demands, obligations, penalties, guarantees,
28 costs, expenses, attorneys' fees, damages, action or causes of action of whatever

1 kind or nature, whether known or unknown, contingent or accrued, arising under
2 the federal Fair Labor Standards Act based on the facts alleged in this case,
3 including, without limitation, claims under 29 U.S.C. § 206, 207, 216, and 255,
4 referred to herein as the “FLSA Claims”. The Parties agree that the judgment, and
5 release of claims provided herein, shall have *res judicata* effect. The Parties agree
6 that the judgment, and release of claims provided herein, shall apply to any and all
7 claims under PAGA.

8 TT. “Released Parties” means Defendants and all of their present and former
9 parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
10 assigns, joint ventures, and all of their shareholders, officers, directors, employees,
11 agents, servants, registered representatives, attorneys, insurers, successors and
12 assigns, and any other persons acting by through, under or in concert with any of
13 them.

14 UU. “Request for Exclusion” means a written statement requesting exclusion
15 containing the Class Member’s name, address, and telephone number to be mailed
16 by Class Members who wish to opt out of the Class. To be effective, the Request
17 for Exclusion must be post-marked by the Response Deadline and received by the
18 Settlement Administrator.

19 VV. “Response Deadline” means the date forty-five (45) days after the Settlement
20 Administrator mails Notice Packets to Class Members and the last date on which
21 Class Members may submit Claim Forms, Requests for Exclusion, or Objections to
22 the Settlement.

23 WW. “Settlement” means the disposition of the Actions pursuant to this Agreement.

24 XX. “Settlement Administrator” means CPT Group, Inc.

25 YY. “Settlement Class Members” or “Settlement Class” means all current and
26 former hourly, non-exempt employees who are employed or have been employed
27 by Defendants in the State of California during the Class Period, except for
28 administrative office staff. Settlement Class Members do not include Chartwell’s

1 employees who were not placed to work for Defendant Moving Solutions, Inc. or
2 Defendant Managed Facilities Solutions, LLC. The “Settlement Class Members”
3 shall not include any person who submits a timely and valid Request for Exclusion
4 as provided in this Agreement, or any person who previously released the Released
5 Claims under a separate agreement.

6 **II. RECITALS**

7 A. On July 17, 2017, Plaintiff Gary Middle Rider filed a Class Action Complaint
8 for Damages. The Complaint alleged causes of action for: (1) Failure to Pay all
9 Wages Under the Fair Labor Standards Act; (2) Failure to Pay All Wages Including
10 California Overtime Wages; (3) Failure to Pay All Wages at the End of
11 Employment; (4) Failure to Provide Accurate Itemized Wage Statements; (5)
12 Failure to Provide Breaks; and (6) Violation of California Unfair Competition Law.
13 Plaintiff sought to represent a class of current and former non-exempt employees in
14 California who worked as office movers.

15 B. Plaintiffs subsequently filed First and Second Amended Complaints to change
16 the Class Representatives.

17 C. Plaintiffs’ Third Amended Complaint was deemed filed by the Court on
18 February 26, 2019. The Third Amended Complaint asserts the same initial six
19 causes of action, clarifying that when the Complaint alleged a claim for Failure to
20 Provide Breaks, Plaintiffs intended to assert claims for Failure to Provide Meal and
21 Rest Breaks, and to add a claim for penalties pursuant to PAGA.

22 D. Through substantial formal and informal discovery, Defendants provided
23 Plaintiffs’ counsel with thousands of pages of time and payroll records, the written
24 policies relevant to Plaintiffs’ claims, aggregate class member data during the
25 relevant time period, and extensive documents indicating the financial condition of
26 Defendants Chartwell and Managed Facilities Solutions, LLC.

27 E. On November 30, 2018, the Parties attended private mediation with an
28 experienced mediator, Hon. Jacobs-May (Ret.), where the Parties reached a

1 settlement, as provided herein, to resolve Plaintiffs' claims on a class and
2 representative action basis.

3 F. Defendants deny any liability or wrongdoing of any kind associated with the
4 claims alleged in the Action, dispute the damages and penalties claimed by
5 Plaintiffs, and further contend that, for any purpose other than settlement,
6 Plaintiffs' claims are not appropriate for class or representative action treatment.
7 Defendants contend, among other things, that, at all times, it has complied with the
8 Fair Labor Standards Act, California Labor Code, and the Industrial Welfare
9 Commission Wage Orders.

10 G. The Plaintiffs and Class Representatives are represented by Class Counsel.
11 Class Counsel conducted an investigation into the facts relevant to the Action,
12 including reviewing documents and information provided by Defendants. Based on
13 its own independent investigation and evaluation, Class Counsel is of the opinion
14 that the Settlement with Defendants is fair, reasonable and adequate, and in the best
15 interest of the Class in light of all known facts and circumstances, including the
16 risks of significant delay, defenses asserted by Defendants, uncertainties regarding
17 a class and representative action trial on the merits, and numerous potential
18 appellate issues. Although Defendants deny any liability, Defendants are agreeing
19 to this Settlement solely to avoid the cost of further litigation. Accordingly, the
20 Parties and their counsel desire to fully, finally, and forever settle, compromise and
21 discharge all disputes and claims arising from or relating to the Action on the terms
22 set forth herein.

23 **III. TERMS OF AGREEMENT**

24 A. Settlement Consideration. Defendants shall create the Maximum Settlement
25 Fund. The following will be paid out of the Maximum Settlement Fund: the sum
26 of the Individual Settlement Payments, the Class Representative Enhancements, the
27 Class Counsel Award, PAGA Payment, PAGA Payment Checks, Employer's
28 Taxes, and the Settlement Administration Costs, as specified in this Agreement.

1 Defendants shall not be required to pay more than the Maximum Settlement Fund.

2 B. Release By All Settlement Class Members. As of the Effective Date, in
3 exchange for the consideration set forth in this Agreement, Plaintiffs and the
4 Settlement Class Members release the Released Parties from the Released Claims
5 for the Class Period.

6 C. Release of PAGA Claims. Upon the Court's approval of the PAGA Payment
7 and the release of PAGA Claims, Plaintiff and the PAGA Releasees release the
8 Released Parties from the PAGA Claims for the PAGA Settlement Period. The
9 PAGA Releasees will not be required to submit a Claim Form in order to be issued
10 a check for their share of the PAGA Payment and will not have the opportunity to
11 opt out of, or object to, the PAGA Payment and release of the PAGA Claims. The
12 PAGA Releasees are bound by the release of the PAGA Claims regardless of
13 whether they cash their PAGA Payment Check.

14 D. Release of FLSA Claims. Class Members who submit Claim Forms opt into
15 a collective action pursuant to section 16(b) of the FLSA, 29 U.S.C. § 216(b) and
16 release the Released Parties from the FLSA Claims for the FLSA Settlement
17 Period.

18 E. General Release By Plaintiffs. As of the Effective Date, in exchange for the
19 consideration set forth in this Agreement, Plaintiffs, for themselves and their heirs,
20 successors and assigns, do hereby waive, release, acquit and forever discharge the
21 Released Parties, from any and all claims, actions, charges, complaints, grievances
22 and causes of action, of whatever nature, whether known or unknown, which exist
23 or may exist on Plaintiffs' behalf as of the date of this Agreement, including, but
24 not limited to, any and all tort claims, contract claims, wage claims, wrongful
25 termination claims, disability claims, benefit claims, public policy claims,
26 retaliation claims, statutory claims, personal injury claims, emotional distress
27 claims, invasion of privacy claims, defamation claims, fraud claims, *quantum*
28 *meruit* claims, and any and all claims arising under any federal, state or other

1 governmental statute, law, regulation or ordinance, including, but not limited to,
 2 claims for violation of the FLSA, the California Labor Code, the Wage Orders of
 3 California's Industrial Welfare Commission, other state wage and hour laws, the
 4 Americans with Disabilities Act, the Age Discrimination in Employment Act
 5 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil
 6 Rights Act of 1964, the California Fair Employment and Housing Act, the
 7 California Family Rights Act, the Family Medical Leave Act, California's
 8 Whistleblower Protection Act, California Business & Professions Code Section
 9 17200 *et seq.*, and any and all claims arising under any federal, state or other
 10 governmental statute, law, regulation or ordinance. Plaintiffs hereby expressly
 11 waive and relinquish any and all claims, rights or benefits that they may have under
 12 California Civil Code § 1542, which provides as follows:

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

17 Plaintiffs may hereafter discover claims or facts in addition to, or different from,
 18 those which they now know or believe to exist, but Plaintiffs expressly intend to
 19 fully, finally and forever settle and release any and all claims against the Released
 20 Parties, known or unknown, suspected or unsuspected, which exist or may exist on
 21 behalf of or against the other at the time of execution of this Agreement, including,
 22 but not limited to, any and all claims relating to or arising from Plaintiffs'
 23 employment with Defendants. The Parties further acknowledge, understand and
 24 agree that this representation and commitment is essential to the Agreement and
 25 that this Agreement would not have been entered into were it not for this
 26 representation and commitment.

27 F. Labor Code Section 206.5. The Parties agree that California Labor Code
 28 section 206.5 does not invalidate any provision of this Agreement, because among

1 other things, the Released Claims and PAGA Claims are disputed and contested,
2 and the Settlement was bargained for at arms' length and approved by the Court.

3 G. No Future Employment As To Plaintiffs. Plaintiffs acknowledge that because
4 of circumstances that are unique to Plaintiffs, including but not limited to
5 irreconcilable differences with the Released Parties, the Released Parties have no
6 obligation, contractual or otherwise, to hire or employ Plaintiffs in the future.
7 Further, Plaintiffs agree not to seek employment with the Released Parties in the
8 future. In the event that Plaintiffs breach their contractual obligations not to re-
9 apply for employment with the Released Parties under this section, the Released
10 Parties may deny Plaintiffs' applications or terminate their employment and
11 Plaintiffs agrees that their breach of their contractual obligations is good and
12 sufficient cause for such denial or termination and that such denial or termination is
13 not retaliatory but rather is a matter of contract.

14 H. Conditions Precedent. The Settlement will become final and effective only
15 upon the occurrence of all of the following events:

- 16 1. Plaintiffs have filed a Third Amended Complaint clarifying that when the
17 Complaint alleged a claim for Failure to Provide Breaks, Plaintiffs intended to
18 assert claims for Failure to Provide Meal and Rest Breaks, and adding claims to
19 recover PAGA penalties to the maximum extent allowable based on the Released
20 Claims.
- 21 2. The Court enters a Preliminary Approval Order in a form substantially similar
22 to the proposed Preliminary Approval Order (Exhibit 3);
- 23 3. The Court enters a Final Approval Order in a form substantially similar to the
24 proposed Final Approval Order (Exhibit 4)
- 25 4. The Court enters a Final Judgment in a form substantially similar to the
26 proposed Final Judgment (Exhibit 5);
- 27 5. If there is an objector or objectors, the time for appeal of the Final Judgment
28 and Final Approval Order expires; or, if an appeal is timely filed, the date of a final

1 resolution of any appeal from the Final Judgment and Final Approval Order; and
2 6. Defendants do not invoke their right to revoke the Settlement as provided
3 herein.

4 I. Certification of the Class. The Parties stipulate to conditional class
5 certification of the Class for the Class Period for purposes of settlement only. In
6 the event that this stipulation is not approved by the Court, fails to become
7 effective, or is reversed, withdrawn or modified by the Court, or in any way
8 prevents or prohibits Defendants from obtaining a complete resolution of the claims
9 as described herein, the conditional class certification (obtained for any purpose)
10 shall be void *ab initio* and of no force or effect, and shall not be admissible in any
11 judicial, administrative or arbitral proceeding for any purpose or with respect to any
12 issue, substantive or procedural.

13 J. Nullification of Settlement Agreement. In the event that this Settlement
14 Agreement is not preliminarily or finally approved by the Court, fails to become
15 effective, or is reversed, withdrawn or modified by the Court, or in any way
16 prevents or prohibits Defendants from obtaining a complete resolution of the claims
17 as described herein:

18 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
19 and shall not be admissible in any judicial, administrative or arbitral proceeding for
20 any purpose or with respect to any issue, substantive or procedural;

21 2. The conditional class certification (obtained for any purpose) shall be void *ab*
22 *initio* and of no force or effect, and shall not be admissible in any judicial,
23 administrative or arbitral proceeding for any purpose or with respect to any issue,
24 substantive or procedural; and

25 3. None of the Parties to this Settlement will be deemed to have waived any
26 claims, objections, defenses or arguments in the Action, including with respect to
27 the issue of class certification.

28 K. Tax Liability. The Parties make no representations as to the tax treatment or

1 legal effect of the payments called for hereunder, and Class Members are not
2 relying on any statement or representation by the Parties in this regard. Class
3 Members understand and agree that they will be responsible for the payment of any
4 employee taxes and penalties assessed on the Individual Settlement Payments
5 described herein and will hold the Parties free and harmless from and against any
6 claims, liabilities, costs and expenses, including attorney's fees, resulting in any
7 way from personal tax treatment of the payments made pursuant to this Agreement,
8 including the treatment of such payments as not subject to withholding or deduction
9 for payroll and employment taxes.

10 L. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
11 section, the "acknowledging party" and each Party to this Agreement other than the
12 acknowledging party, an "other party") acknowledges and agrees that: (1) no
13 provision of this Agreement, and no written communication or disclosure between
14 or among the Parties or their attorneys and other advisers, is or was intended to be,
15 nor shall any such communication or disclosure constitute or be construed or be
16 relied upon as, tax advice within the meaning of United States Treasury
17 Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
18 party (a) has relied exclusively upon his, her or its own, independent legal and tax
19 counsel for advice (including tax advice) in connection with this Agreement, (b)
20 has not entered into this Agreement based upon the recommendation of any other
21 Party or any attorney or advisor to any other Party, and (c) is not entitled to rely
22 upon any communication or disclosure by any attorney or advisor to any other party
23 to avoid any tax penalty that may be imposed on the acknowledging party, and (3)
24 no attorney or adviser to any other Party has imposed any limitation that protects
25 the confidentiality of any such attorney's or adviser's tax strategies (regardless of
26 whether such limitation is legally binding) upon disclosure by the acknowledging
27 party of the tax treatment or tax structure of any transaction, including any
28 transaction contemplated by this Agreement.

1 M. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall
 2 file with the Court a Motion for Order Granting Preliminary Approval and
 3 supporting papers, which shall include this Settlement Agreement and a request that
 4 the Court enter the Preliminary Approval Order (Exhibit 3). Any dispute regarding
 5 forms of notices and other documents necessary to implement the Settlement
 6 contained in the Stipulation, if not timely resolved among the Parties, shall be
 7 referred to the Court. The Parties shall seek a prompt hearing date to obtain
 8 preliminary approval of the Settlement.

9 N. CAFA Notice. Within ten (10) days of receiving notice of filing of a Motion
 10 for Preliminary Approval of this Agreement, Defendants shall serve the CAFA
 11 Notice of this Agreement on the appropriate federal and state officials, as required
 12 by 28 U.S.C. § 1715(b).

13 O. Settlement Administrator. The Settlement Administrator shall be responsible
 14 for: (a) calculating, processing and mailing payments to the Class Representatives,
 15 Class Counsel, LWDA, PAGA Releasees, and Class Members who submit Claim
 16 Forms; (b) printing and mailing the Notice Packets to the Class Members as
 17 directed by the Court; (c) receiving and reporting the claims, objections, and
 18 requests for exclusion; (d) distributing tax forms to the Class Members who submit
 19 Claim Forms; (e) providing declaration(s), as necessary, in support of preliminary
 20 and/or final approval of this Settlement; and (f) other tasks as the Parties mutually
 21 agree or the Court orders the Settlement Administrator to perform. The Settlement
 22 Administrator shall keep the Parties timely apprised of the performance of all
 23 Settlement Administrator responsibilities and will promptly inform the Parties of
 24 the number of Class Members who (a) submit Claim Forms, (b) object to the
 25 Settlement, (c) request exclusion from the Settlement, or (d) otherwise express
 26 opposition to the Settlement within five (5) days of each such occurrence.

27 P. Settlement Administration.

28 1. Class Data. No later than ten (10) business days after the Preliminary

1 Approval Date, Defendants shall provide the Settlement Administrator with the
2 Class Data for purposes of preparing and mailing Notice Packets to Class
3 Members. The Class Data shall be confidential. The Settlement Administrator
4 shall not provide the Class Data to Class Counsel or Plaintiffs or any third party, or
5 use the Class Data or any information contained therein for any purpose other than
6 to administer this Settlement.

7 2. Notice Packets.

8 a) The Notice Packet shall contain the Claim Form and Notice of
9 Class/Collective Action and PAGA Settlement in forms substantially similar to the
10 forms attached hereto as Exhibits 1 & 2. The Notice of Class/Collective Action
11 and PAGA Settlement shall set forth the material terms of the Settlement, including
12 the release to be given by all members of the Class who do not request to be
13 excluded from the Class, an explanation of the PAGA Payment, how to submit a
14 Claim Form, and that Class Members who submit Claim Forms will be deemed to
15 have released the FLSA Claims for the FLSA Settlement Period. The Notice
16 Packet also shall be individualized by including the Class Member's number of
17 Compensable Workweeks and the estimated amount of their Individual Settlement
18 Payment and PAGA Payment.

19 b) The Notice Packet's mailing envelope shall include the following language:
20 "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO MONEY
21 FROM A CLASS ACTION SETTLEMENT; YOUR PROMPT REPLY IS
22 REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

23 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the
24 Settlement Administrator will perform a search based on the National Change of
25 Address Database and/or similar database(s) to update and correct any known or
26 identifiable address changes. No later than seven (7) calendar days after receiving
27 the Class Data from Defendants as provided herein, the Settlement Administrator
28 shall mail copies of the Notice Packet to all Class Members via regular First Class

1 U.S. Mail. The Settlement Administrator shall exercise its best judgment to
2 determine the current mailing address for each Class Member. The address
3 identified by the Settlement Administrator as the current mailing address shall be
4 presumed to be the best mailing address for each Class Member. In the event more
5 than one address is identified, then the Settlement Administrator shall mail to each
6 potentially valid address.

7 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
8 Administrator as non-delivered on or before the Response Deadline shall be re-
9 mailed to the forwarding address affixed thereto. If no forwarding address is
10 provided, the Settlement Administrator shall promptly attempt to determine a
11 correct address by lawful use of skip-tracing, or other search using the name,
12 address and/or Social Security number of the Class Member involved, and shall
13 then perform a re-mailing, if another mailing address is identified by the Settlement
14 Administrator. Class Members who received a re-mailed Notice Packet shall have
15 their Response Deadline extended ten (10) calendar days from the original
16 Response Deadline.

17 5. Disputes Regarding Individual Settlement Payments. Class Members will
18 have the opportunity, should they disagree with Defendants' records regarding the
19 Compensable Workweeks worked by Class Members stated on the Notice of
20 Class/Collective Action and PAGA Settlement, to provide documentation and/or an
21 explanation to show contrary Compensable Workweeks. If there is a dispute, the
22 Settlement Administrator will consult with the Parties to determine whether an
23 adjustment is warranted. The Settlement Administrator shall determine the
24 eligibility for, and the amounts of, any Individual Settlement Payments under the
25 terms of this Agreement. The Settlement Administrator's determination of the
26 eligibility for and amount of any Individual Settlement Payment shall be binding
27 upon the Class Member and the Parties.

28 6. Disputes Regarding Administration of Settlement. Any disputes not resolved

1 by the Settlement Administrator concerning the administration of the Settlement
2 will be resolved by the Court under the laws of the State of California. Prior to any
3 such involvement of the Court, counsel for the Parties will confer in good faith to
4 resolve the disputes without the necessity of involving the Court.

5 7. Claim Form Procedure. Any Class Member who wishes to become a
6 Claimant and receive an Individual Settlement Payment must fully complete a
7 Claim Form, including signing the Claim Form. The Claim Form will not be valid
8 if it is not timely submitted by the Response Deadline and received by the
9 Settlement Administrator. The date of the postmark on the return mailing envelope
10 or fax stamp on the Claim Form shall be the exclusive means used to determine
11 whether the Claim Form was timely submitted. Any Class Member who fails to
12 submit a timely, complete, and valid Claim Form shall be barred from receiving the
13 Individual Settlement Payment. Claimants shall be deemed to have consented to
14 join the Action pursuant to the FLSA and released the FLSA Claims for the FLSA
15 Settlement Period. Class Members who do not timely return a valid Claim Form by
16 the Response Deadline forfeit their Individual Settlement Payment but shall remain
17 subject to the release of the Released Claims and PAGA Claims as defined in this
18 Agreement to the maximum extent permitted by law.

19 8. Request for Exclusion. The Notice of Class/Collective Action and PAGA
20 Settlement contained in the Notice Packet shall state that Class Members who wish
21 to exclude themselves from the Settlement must submit to the Settlement
22 Administrator a written statement requesting exclusion from the Settlement.
23 However, no Class Member can seek exclusion from the PAGA portion of the
24 Settlement. The written statement must contain the Class Member's name, address,
25 and telephone number. The Request for Exclusion will not be valid if it is not
26 timely submitted by the Response Deadline and received by the Settlement
27 Administrator. The date of the postmark on the return mailing envelope or fax
28 stamp on the Request for Exclusion shall be the exclusive means used to determine

1 whether the Request for Exclusion was timely submitted. Any Class Member who
2 requests to be excluded from the Class will not be entitled to any recovery under
3 the Settlement, except for the Class Members' PAGA Payment Check, and will not
4 be bound by the terms of the Settlement or have any right to object, appeal or
5 comment thereon. Class Members who fail to submit a valid and timely written
6 Request for Exclusion on or before the Response Deadline shall be bound by all
7 terms of the Settlement and any final judgment entered in this Action if the
8 Settlement is approved by the Court. No later than fourteen (14) calendar days
9 after the Response Deadline, the Settlement Administrator shall provide counsel for
10 the Parties with a final list of the Class Members who have timely submitted
11 Requests for Exclusion. At no time shall any of the Parties or their counsel seek to
12 solicit or otherwise encourage Class Members to submit Requests for Exclusion
13 from the Settlement.

14 9. Objections. The Notice of Class Action and PAGA Settlement contained in
15 the Notice Packet shall state that Class Members who wish to object to the
16 Settlement must mail to the Settlement Administrator a written statement of
17 objection ("Notice of Objection") by the Response Deadline. However, Class
18 Members may not object to the PAGA Payment and release of PAGA Claims. The
19 date on the proof of service shall be deemed the exclusive means for determining
20 that a Notice of Objection was served timely. The Notice of Objection must be
21 signed by the Class Member and: (1) state the full name and address of the Class
22 Member; (2) state the basis for the objection; (3) state whether the Class Member
23 intends to appear at the Final Approval Hearing; (4) clearly identify the case name
24 and number (*Gary Middle Rider et al. v. Moving Solutions, Inc. et al.*, Case No. 17-
25 cv-04015LHK); and (5) be mailed to the Class Action Clerk, United States District
26 Court for the Northern District of California, 280 South 1st Street, San Jose, CA
27 95113, postmarked on or before the Response Deadline. Class Members who fail
28 to make objections in the manner specified above shall be deemed to have waived

1 any objections and shall be foreclosed from making any objections (whether by
2 appeal or otherwise) to the Settlement. Class Members who submit a timely Notice
3 of Objection will have a right to appear at the Final Approval Hearing in order to
4 have their objections heard by the Court. No Class Member may appear at the
5 Final Approval Hearing unless he or she has served a timely objection that
6 complies with the procedures provided in this paragraph. At no time shall any of
7 the Parties or their counsel seek to solicit or otherwise encourage Class Members to
8 file or serve written objections to the Settlement or appeal from the Final Approval
9 Order and Final Judgment. Class Members who submit a Request for Exclusion
10 are not entitled to object to the Settlement.

11 Q. Funding and Allocation of the Maximum Settlement Fund. Defendants shall
12 issue payment to the Settlement Administrator for one-half of the Maximum
13 Settlement Fund (i.e., \$235,000) within 30 days of the Effective Date. Defendants
14 shall issue payment to the Settlement Administrator for the second half of the
15 Maximum Settlement Fund (i.e., \$235,000) within 210 days of the Effective Date.
16 The date on which the Settlement is fully funded is the “Funding Date.” No
17 distributions from the Maximum Settlement Fund are to be made until the Funding
18 Date. Defendant Chartwell is responsible for paying \$250,000 of the Maximum
19 Settlement Fund. Defendant Managed Facilities Solutions, LLC is responsible for
20 paying \$200,000 of the Maximum Settlement Fund. Defendant Moving Solutions,
21 Inc. is responsible for paying \$20,000 of the Maximum Settlement Fund.

22 Defendants shall each pay half of their portions of the Maximum Settlement Fund
23 in each installment. If this Settlement is not finally approved by the Court in full,
24 or is terminated, rescinded, canceled or fails to become effective for any reason, or
25 if the Effective Date does not occur, then no portion of the Maximum Settlement
26 Fund shall be paid and all amounts shall be returned to Defendants immediately.

27 1. Individual Settlement Payments. Individual Settlement Payments shall be
28 paid from the Net Settlement Amount and shall be paid pursuant to the formula set

1 forth herein.

2 a) Calculation of Individual Settlement Payments. Using the Class Data, the
3 Settlement Administrator will calculate the total Compensable Workweeks for all
4 Claimants by adding the number of Compensable Workweeks worked by each
5 Claimant during the Class Period. The respective Compensable Workweeks for
6 each Claimant will be divided by the total Compensable Workweeks for all
7 Claimants, resulting in the Payment Ratio for Claimant. Each Claimant's Payment
8 Ratio will then be multiplied by the Net Settlement Amount to calculate each
9 Claimant's Individual Settlement Payments.

10 b) Allocation. For tax purposes, Individual Settlement Payments shall be
11 allocated and treated as follows: twenty percent (20%) as wages; forty percent
12 (40%) as penalties; and forty percent (40%) as interest. The Settlement
13 Administrator will issue each wage payment with deductions for each employees'
14 taxes and required withholdings. The Settlement Administrator will issue each
15 payment for penalties and interest without such deductions. The Settlement
16 Administrator shall issue an IRS Form 1099 -MISC for such penalties and interest
17 payments. Each employee shall be solely and legally responsible to pay any and all
18 applicable taxes on the 1099 payments and shall hold harmless Defendants from
19 any claim or liability for taxes, penalties, or interest arising as a result of the
20 employee's failure to pay taxes.

21 c) Mailing. Individual Settlement Payments shall be mailed by regular First
22 Class U.S. Mail to Claimants' last known mailing address no later than ten (10)
23 calendar days after the Funding Date.

24 d) Expiration. Any checks issued to Claimants shall remain valid and negotiable
25 for one hundred and eighty (180) days from the date of their issuance. If a
26 Claimant does not cash his or her settlement check within 180 days, the uncashed
27 funds, subject to Court approval, shall escheat to the State of California and be
28 submitted to the State of California unclaimed property fund in the name of the

1 Claimant or PAGA Releasee who is the payee of the check pursuant to California
2 Code of Civil Procedure section 1510 et seq.

3 2. Class Representative Enhancements. Defendants agree not to oppose or
4 object to any application or motion by Plaintiffs for Class Representative
5 Enhancements of up to Five Thousand Dollars (\$5,000) each. The Class
6 Representative Enhancements are in exchange for the Released Claims, a General
7 Release, and for Plaintiffs' time, effort and risk in bringing and prosecuting the
8 Action. The Settlement Administrator shall pay the Class Representative
9 Enhancements to Plaintiffs from the Maximum Settlement Fund no later than ten
10 (10) calendar days after the Funding Date. Any portion of the requested Class
11 Representative Enhancements that is not awarded to the Class Representatives shall
12 be part of the Net Settlement Amount and shall be distributed to Claimants as
13 provided in this Agreement. The Settlement Administrator shall issue an IRS Form
14 1099 — MISC to Plaintiffs for their Class Representative Enhancements. Plaintiffs
15 shall be solely and legally responsible to pay any and all applicable taxes on their
16 respective Class Representative Enhancements and shall hold harmless Defendants
17 from any claim or liability for taxes, penalties, or interest arising as a result of the
18 Class Representative Enhancements. The Class Representative Enhancements shall
19 be in addition to the Plaintiffs' Individual Settlement Payments as Class Members.
20 In the event that the Court reduces or does not approve the requested Class
21 Representative Enhancements, Plaintiffs shall not have the right to revoke the
22 Settlement, and it will remain binding.

23 3. Class Counsel Award. Defendants agree not to oppose or object to any
24 application or motion by Class Counsel for attorneys' fees not to exceed twenty-
25 five percent (25%) of the Maximum Settlement Fund (\$117,500). Additionally,
26 Defendants shall not oppose an application by Class Counsel for, and Class
27 Counsel shall not seek or receive an amount in excess of \$8,500 from the
28 Maximum Settlement Fund for, all past and future litigation costs and expenses

1 necessary to prosecute, settle and administer the Action as supported by a
2 declaration from Class Counsel. The Parties agree that any and all claims for
3 reasonable attorneys' fees and costs have been settled by this Agreement and that
4 neither Plaintiffs, Class Members, nor Class Counsel shall seek payment of
5 attorneys' fees or reimbursement of costs/expenses from Defendants except as set
6 forth in this Agreement. Any portion of the requested Class Counsel Award that is
7 not awarded to Class Counsel shall be part of the Net Settlement Amount and shall
8 be distributed to Claimants as provided in this Agreement. The Settlement
9 Administrator shall pay the Class Counsel Award to Class Counsel from the
10 Maximum Settlement Fund no later than ten (10) calendar days after the Funding
11 Date. Class Counsel shall be solely and legally responsible to pay all applicable
12 taxes on the payment made pursuant to this paragraph. The Settlement
13 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the
14 payments made pursuant to this paragraph. In the event that the Court reduces or
15 does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel
16 shall not have the right to revoke the Settlement, and it will remain binding.

17 4. PAGA Payment. Ten Thousand Dollars (\$10,000) shall be allocated from the
18 Maximum Settlement Fund for settlement of claims for civil penalties under the
19 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the
20 PAGA Payment, or \$7,500, to the California Labor and Workforce Development
21 Agency ("LWDA") no later than ten (10) calendar days after the Funding Date.
22 Twenty-five percent (25%), or \$2,500, shall be distributed pro rata to all PAGA
23 Releasees, based on the number of weeks worked by a PAGA Releasee, as a
24 fraction of the total weeks worked by all PAGA Releasees. The portion of the
25 PAGA Payment to the PAGA Releasees shall be treated entirely as penalties.
26 PAGA Releasees will not have the opportunity to opt out of or object to the PAGA
27 Payment and/or release of PAGA Claims set forth in this Agreement, although the
28 PAGA Settlement will be subject to Court approval. Any PAGA Releasee who is

not a Claimant shall not receive an Individual Settlement Payment, but will receive the PAGA Releasee's pro rata share of the PAGA Payment to the PAGA Releasees. PAGA Releasees who are Claimants shall receive their pro rata share of the PAGA Payment to the PAGA Releasees in addition to their Individual Settlement Payments. In the event the LWDA rejects this allocation, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to all parties that does not materially alter the terms of the Settlement, nor require Defendants to pay more than the Maximum Settlement Fund. Any PAGA Payment Checks that are not cashed within 180 days shall escheat to the State of California and be submitted to the State of California unclaimed property fund in the name of the PAGA Releasee who is the payee of the check pursuant to California Code of Civil Procedure section 1510 et seq. At the same time that Plaintiffs file their Motion for Preliminary Approval, Plaintiffs shall send a copy of the Agreement to the LWDA pursuant to the 2016 amendments to PAGA. Class Counsel will take all action required by California Labor Code section 2699(l).

R. Employers' Taxes. An appropriate amount will be set aside from the Maximum Settlement Fund used to pay all Employers' Taxes. The Settlement Administrator shall calculate the Employers' Taxes and inform Defendants of the amount of Employers' Taxes to be paid from the Maximum Settlement Fund.

S. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Fund. The estimate of the Settlement Administration Costs is not to exceed Sixteen Thousand Dollars (\$16,000). The Settlement Administrator shall be paid the Settlement Administration Costs no later than ten (10) calendar days after the Funding Date.

1. Net Settlement Amount. The Parties estimate the amount of the Net Settlement Amount as follows:

Maximum Settlement Fund	\$	470,000.00
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1	Class Representative Enhancements:	\$	20,000.00
2	Class Counsel's Fees:	\$	117,500.00
3	Class Counsel's Costs:	\$	8,500.00
4	Employers' Taxes	\$	7,816.40
5	PAGA Payment:	\$	10,000.00
6	(\$7,500 to the LWDA and \$2,500 to be paid to PAGA Releasees)		
7	Settlement Administration Costs:	\$	16,000.00
8	Net Settlement Amount	\$	290,183.60

9

10 Government Actions Affecting Settlement. If any administrative proceeding or

11 action is commenced on or before a date that is one (1) year from the Preliminary

12 Approval Date by any federal, state or local government authority, including,

13 without limitation, the U.S. Department of Labor or the California Division of

14 Labor Standards Enforcement, in a *parens patriae* or other function asserting the

15 Released Claims, Plaintiffs and Class Counsel will sign an appropriate declaration

16 at the request of Defendants supporting the Settlement and asserting that, in the

17 Parties' opinion, the governmental action is within the scope of this Agreement, the

18 Actions and the Final Judgment.

19 T. Final Approval Motion. At the earliest practicable time following the

20 expiration of the Response Deadline, Plaintiffs shall file with the Court a Motion

21 for Order Granting Final Approval and Entering Judgment, which motion shall

22 request final approval of the Settlement and the amounts payable for the Individual

23 Settlement Payments, Class Representative Enhancements, the Class Counsel

24 Award, the PAGA Payment, PAGA Payment Checks, and the Settlement

25 Administration Costs.

26 1. Final Approval Order and Judgment. The Parties shall present a Final

27 Approval Order and Final Judgment, substantially similar to Exhibits 4 and 5, to

28

1 the Court for its approval. The Final Judgment shall, among other things:

2 (a) Find that the Court has personal jurisdiction over all Class Members and that
3 the Court has subject matter jurisdiction to approve this Stipulation and all exhibits
4 thereto;

5 (b) Approve this Stipulation and the proposed Settlement as fair, reasonable and
6 adequate, consistent and in compliance with all applicable requirements of the
7 Federal Rules of Civil Procedure, the California and United States Constitutions
8 (including the due process clauses), and any other applicable law, and in the best
9 interests of each of the Parties and the Class Members; direct the Parties and their
10 counsel to implement this Agreement according to its terms and provisions; and
11 declare this Agreement to be binding on Plaintiffs and all other Class Members,
12 except those who timely and properly filed Request for Exclusions, as well as their
13 heirs, executors and administrators, successors and assigns;

14 (c) Certify the Class, for settlement purposes only, and find that an ascertainable
15 class exists and a well-defined community of interest exists in the questions of law
16 and fact involved because in the context of the Settlement: (i) there are questions of
17 law and fact common to the Class Members which, as to the Settlement and all
18 related matters, predominate over any individual questions; (ii) the Claims of
19 Plaintiff are typical of the Claims of the Class Members; and (iii) in negotiating,
20 entering into and implementing the Settlement, Plaintiffs and Plaintiffs' Attorneys
21 have fairly and adequately represented and protected the interests of the Class
22 Members;

23 (d) Find that the Notice and notice methodology implemented pursuant to this
24 Stipulation (i) constituted the best practicable notice; (ii) constituted notice that was
25 reasonably calculated, under the circumstances, to apprise Class Members of the
26 pendency of the Action, their right to object to or exclude themselves from the
27 proposed Settlement and their right to appear at the Final Settlement Hearing; (iii)
28 were reasonable and constituted due, adequate and sufficient notice to all persons

1 entitled to receive notice; and (iv) met all applicable requirements of the Federal
2 Rules of Civil Procedure, the California and United States Constitutions (including
3 the Due Process Clause), and any other applicable law;

4 (e) Find that Plaintiffs and Class Counsel adequately represented the Class for
5 purposes of entering into and implementing the settlement;

6 (f) Dismiss the Action (including all individual claims and Released Claims
7 presented thereby) with prejudice, without fees or costs to any party except as
8 provided in this Agreement;

9 (g) Incorporate the Released Claims set forth in this Agreement, make the
10 Released Claims effective as of the date of the Preliminary Approval Date, and
11 forever discharge the Released Parties from any claims or liabilities arising from
12 the Released Claims;

13 (h) Permanently bar and enjoin Plaintiffs and all Settlement Class Members and
14 any person acting on their behalf, from (i) filing, commencing, prosecuting,
15 intervening in, participating in (as class members or otherwise), or receiving any
16 benefits or other relief from, any other lawsuit, in any state or federal court,
17 arbitration, or administrative, regulatory or other proceeding or order in any
18 jurisdiction based on the Released Claims; and (ii) organizing such excluded Class
19 Members into a separate class for purposes of pursuing as a purported class action
20 (including by seeking to amend a pending complaint to include class allegations, or
21 by seeking class certification in a pending action) any lawsuit based on or relating
22 to the Released Claims;

23 (i) Authorize the Parties, without further approval from the Court, to agree to and
24 to adopt such amendments, modifications and expansions of this Agreement and all
25 exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do
26 not limit the rights of Class Members under the Agreement;

27 (j) Without affecting the finality of the Final Judgment, the Court shall retain
28 continuing jurisdiction over the Action, the Parties, and the Class, as well as the

1 administration and enforcement of the Settlement. Any disputes or controversies
2 arising with respect to the interpretation, consummation, enforcement, or
3 implementation of the Settlement shall be presented by motion to the Court.

4 U. Option to Terminate Settlement. If, after the Response Deadline, the total
5 number of Class Members who submitted timely and valid Requests for Exclusion
6 from the Settlement is at least five percent (5%) of all Class Members, Defendants
7 shall have, in their sole discretion, the option to terminate this Settlement. If
8 Defendants exercise the option to terminate this Settlement, Defendants shall: (a)
9 provide written notice to Class Counsel within seven (7) calendar days after the
10 Response Deadline and (b) pay all Settlement Administration Costs incurred up to
11 the date or as a result of the termination; and the Parties shall proceed in all respects
12 as if this Agreement had not been executed. In the event of a termination by
13 Defendant pursuant to this paragraph, this Agreement and any conditional class
14 approval shall be deemed void *ab initio* and of no effect.

15 V. Motions for Preliminary and Final Approval. Class Counsel will provide an
16 opportunity for Counsel for Defendants to review the Motions for Preliminary and
17 Final Approval prior to filing with the Court. The Parties and their counsel will
18 cooperate with each other and use their best efforts to effect the Court's approval of
19 the Motions for Preliminary and Final Approval of the Settlement.

20 W. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid
21 under the Settlement will modify any previously credited hours or service under
22 any employee benefit plan, policy, or bonus program sponsored by Defendants.
23 Such amounts will not form the basis for additional contributions to, benefits under,
24 or any other monetary entitlement under Defendants-sponsored benefit plans,
25 policies, or bonus programs. The payments made under the terms of this
26 Stipulation shall not be applied retroactively, currently, or on a going forward basis,
27 as salary, earnings, wages, or any other form of compensation for the purposes of
28 Defendants' benefit plan, policy, or bonus program. Defendants retain the right to

1 modify the language of its benefit plans, policies and bonus programs to effect this
 2 intent, and to make clear that any amounts paid pursuant to this Settlement are not
 3 for “hours worked,” “hours paid,” “hours of service,” or any similar measuring
 4 term as defined by applicable plans, policies and bonus programs for purposes of
 5 eligibility, vesting, benefit accrual, or any other purpose, and that additional
 6 contributions or benefits are not required by this Settlement.

7 X. Notices. Unless otherwise specifically provided herein, all notices, demands,
 8 or other communications given hereunder shall be in writing and shall be deemed
 9 to have been duly given as of the third (3rd) business day after mailing by United
 10 States certified mail, return receipt requested, addressed as follows:

11
 12 To Plaintiffs and the Class:

13
 14 James Dal Bon, California Bar No. 157942
LAW OFFICES OF JAMES DAL BON
 15 606 North First Street
 San Jose, CA 95112
 16 Telephone: (408) 466-5845

17 Victoria L. H. Booke, California Bar No. 142518
LAW OFFICES OF BOOKE & AJLOUNY, LLP
 18 606 North First Street
 San Jose, CA 95112
 19 Telephone: (408) 286-7000

20
 21 To Defendant Moving Solutions, Inc.

22
 23 Richard D. Schramm, California Bar No. 151696
EMPLOYMENT RIGHTS ATTORNEYS
 24 1500 E. Hamilton Avenue, Suite 118
 Campbell, CA 95008
 25 Telephone: (408) 796-7551

26
 27 To Defendant Chartwell Staffing Services, Inc.
 28

Conti Law

Alexander Lawrence Conti #155945
23 Corporate Plz Ste 150
Newport Beach, CA 92660
Telephone (949) 791-8555
Fax (949) 791-8556

To Defendant Managed Facilities Solutions, LLC

David W. Affeld, California Bar No. 123922
Damion Robinson, California Bar No. 262573
AFFELD GRIVAKES LLP
2049 Century Park East, Suite 2460
Los Angeles, California 90067
Tel. (310) 979-8700

Fax (310) 979-8701

Y. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

Z. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

AA. Admissibility of Agreement. This Agreement shall not be admissible in any proceeding for any purpose, except to enforce it according to its terms.

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

CC. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Agreement and its Exhibits.

DD. Authorization to Enter Into Settlement Agreement. Counsel for all Parties

1 warrant and represent they are expressly authorized by the Parties whom they
2 represent to negotiate this Agreement and to take all appropriate actions required or
3 permitted to be taken by such Parties pursuant to this Agreement to effectuate its
4 terms, and to execute any other documents required to effectuate the terms of this
5 Agreement. The persons signing this Agreement on behalf of Defendants represent
6 and warrant that they are authorized to sign this Agreement on behalf of
7 Defendants. Plaintiffs represent and warrant that they are authorized to sign this
8 Agreement and that they have not assigned any claim, or part of a claim, covered
9 by this Settlement to a third-party.

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

13 FF. California Law Governs. All terms of this Agreement and the Exhibits hereto
14 and any disputes arising hereunder shall be governed by and interpreted according
15 to the laws of the State of California.

16 GG. Counterparts. This Agreement may be executed in one or more counterparts.
17 All executed counterparts and each of them shall be deemed to be one and the same
18 instrument provided that counsel for the Parties to this Agreement shall exchange
19 among themselves copies or originals of the signed counterparts.

20 HH. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
21 Settlement is a fair, adequate and reasonable settlement of this Action and have
22 arrived at this Settlement after extensive arms-length negotiations, taking into
23 account all relevant factors, present and potential.

24 II. Jurisdiction of the Court. The Parties agree that the Court shall retain
25 jurisdiction with respect to the interpretation, implementation and enforcement of
26 the terms of this Agreement and all orders and judgments entered in connection
27 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
28 Court for purposes of interpreting, implementing and enforcing the settlement

1 embodied in this Agreement and all orders and judgments entered in connection
2 therewith.

3 JJ. Invalidity of Any Provision. Before declaring any provision of this
4 Agreement invalid, the Court shall first attempt to construe the provisions valid to
5 the fullest extent possible consistent with applicable precedents so as to define all
6 provisions of this Agreement valid and enforceable.

7 KK. Publicity. Defendants may disclose the terms and contents of the Settlement,
8 as required under its contractual and legal obligations. Plaintiffs and Class Counsel
9 agree not to issue press releases, communicate with, or respond to any media or
10 publication entities, publish information in manner or form, whether printed or
11 electronic, on any medium or otherwise communicate, whether by print, video,
12 recording or any other medium, with any person or entity concerning the
13 Settlement, including the fact of the Settlement, its terms or contents and the
14 negotiations underlying the Settlement, except as shall be contractually required to
15 effectuate the terms of the Settlement as set forth herein. Class Counsel shall be
16 permitted to post a neutral statement about the Action and Settlement on their
17 websites, but shall not publish the names of Defendants.

18 LL. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not
19 currently intend to pursue any claims against Defendants. This includes, but is not
20 limited to, any and all claims relating to or arising from Plaintiffs' employment
21 with Defendants that were not alleged in this Action, and that Class Counsel is not
22 currently aware of any facts or legal theories upon which any claims or causes of
23 action could be brought against Defendants other than those alleged in this case.
24 The Parties further acknowledge, understand, and agree that this representation is
25 essential to the Agreement and that this Agreement would not have been entered
26 into were it not for this representation.

27 MM. Waiver of Certain Appeals. The Parties agree to waive any and all rights to
28 appeal, this waiver being contingent upon the Court entering the Final Judgment.

1 This waiver includes waiver of all rights to any post-judgment proceeding and
 2 appellate proceeding, including, but not limited to, motions for relief from
 3 judgment and motions to amend or alter the judgment.

4 NN. No Admissions. Plaintiffs have claimed and continue to claim that the
 5 Released Claims have merit and give rise to liability on the part of Defendants.
 6 Defendants have claimed and continue to claim that the Released Claims have no
 7 merit and do not give rise to liability. This Agreement is a compromise of disputed
 8 claims. Nothing contained in this Agreement and no documents referred to herein
 9 and no action taken to carry out this Agreement may be construed or used as an
 10 admission by or against the Defendants or Plaintiffs or Class Counsel as to the
 11 merits or lack thereof of the claims asserted.

12 OO. Return of All Documents Produced by Defendant. Class Counsel shall be
 13 permitted to retain a copy of all confidential documents and electronic information
 14 produced by Defendants in the Action for a period of not more than four (4) years
 15 from the date of Preliminary Approval of the Settlement. Class Counsel shall not
 16 be permitted to use any confidential documents or electronic information produced
 17 by Defendants in the Action. Following the expiration of the 4-year period, Class
 18 Counsel shall destroy the confidential documents and electronic information
 19 produced by Defendants in the Action in their possession, custody or control.
 20
 21
 22

23 Dated: _____, 2019

 Barbara Middle Rider
 Plaintiff/Class Representative

25 Dated: _____, 2019

 Robert Garza
 Plaintiff/Class Representative

1 This waiver includes waiver of all rights to any post-judgment proceeding and
2 appellate proceeding, including, but not limited to, motions for relief from
3 judgment and motions to amend or alter the judgment.
4 NN. No Admissions. Plaintiffs have claimed and continue to claim that the
5 Released Claims have merit and give rise to liability on the part of Defendants.
6 Defendants have claimed and continue to claim that the Released Claims have no
7 merit and do not give rise to liability. This Agreement is a compromise of disputed
8 claims. Nothing contained in this Agreement and no documents referred to herein
9 and no action taken to carry out this Agreement may be construed or used as an
10 admission by or against the Defendants or Plaintiffs or Class Counsel as to the
11 merits or lack thereof of the claims asserted.

12 OO. Return of All Documents Produced by Defendant. Class Counsel shall be
13 permitted to retain a copy of all confidential documents and electronic information
14 produced by Defendants in the Action for a period of not more than four (4) years
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16 be permitted to use any confidential documents or electronic information produced
17 by Defendants in the Action. Following the expiration of the 4-year period, Class
18 Counsel shall destroy the confidential documents and electronic information
19 produced by Defendants in the Action in their possession, custody or control.
20
21

22 Dated: September 26, 2019

Barbara Middle Rider
Barbara Middle Rider
Plaintiff/Class Representative

25 Dated: _____, 2019

Robert Garza
Plaintiff/Class Representative

1 This waiver includes waiver of all rights to any post-judgment proceeding and
 2 appellate proceeding, including, but not limited to, motions for relief from
 3 judgment and motions to amend or alter the judgment.

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 5 Released Claims have merit and give rise to liability on the part of Defendants.
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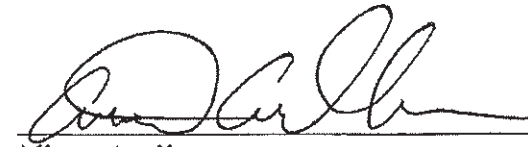
20
 21
 22 Dated: _____, 2019

Barbara Middle Rider
 Plaintiff/Class Representative

25 Dated: 7-18-19, 2019


 Robert Garza
 Plaintiff/Class Representative

1 Dated: 9/19, 2019



Albert Arellano
Plaintiff/Class Representative

2
3
4 Dated: _____, 2019

Jose Don Coronado
Plaintiff/Class Representative

5
6
7 Dated: _____, 2019

Defendant Moving Solutions, Inc.

By:

Its:

8
9
10
11
12 Dated: _____, 2019

Defendant Chartwell Staffing Services, Inc.

By:

Its:

13
14
15
16
17
18 Dated: _____, 2019

Defendant Managed Facilities Solutions
LLC

By:

Its:

19
20
21
22
23
24 Dated: _____, 2019

James Dal Bon
LAW OFFICES OF JAMES DAL BON


By: _____

James Dal Bon
Attorneys for Plaintiffs

1 Dated: _____, 2019

Albert Arellano
Plaintiff/Class Representative

2
3
4 Dated: 9/19, 2019


Jose Don Coronado
Plaintiff/Class Representative

5
6
7 Dated: _____, 2019

Defendant Moving Solutions, Inc.

8
9 By:

10 Its:

11
12 Dated: _____, 2019

Defendant Chartwell Staffing Services, Inc.

13
14 By:

15 Its:

16
17
18 Dated: _____, 2019

Defendant Managed Facilities Solutions
LLC

19
20 By:

21 Its:

22
23
24 Dated: _____, 2019

James Dal Bon
LAW OFFICES OF JAMES DAL BON

25
26 By: _____
James Dal Bon
Attorneys for Plaintiffs

This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

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Dated: September 26, 2019

Barbara Middle Rider
Barbara Middle Rider
Plaintiff/Class Representative

Dated: _____, 2019

Robert Garza
Plaintiff/Class Representative

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 2 appellate proceeding, including, but not limited to, motions for relief from
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 17 by Defendants in the Action. Following the expiration of the 4-year period, Class
 18 Counsel shall destroy the confidential documents and electronic information
 19 produced by Defendants in the Action in their possession, custody or control.
 20
 21

22
 23 Dated: _____, 2019

Barbara Middle Rider
 Plaintiff/Class Representative

24
 25 Dated: 7-18-19, 2019


 Robert Garza
 Plaintiff/Class Representative

1 Dated: 9/19, 2019


Albert Arellano
Plaintiff/Class Representative

2
3
4 Dated: _____, 2019

Jose Don Coronado
Plaintiff/Class Representative

5
6
7 Dated: _____, 2019

Defendant Moving Solutions, Inc.

8
9 By:

10 Its:

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12 Dated: _____, 2019

Defendant Chartwell Staffing Services, Inc.

13
14 By:

15 Its:

16
17
18 Dated: _____, 2019

Defendant Managed Facilities Solutions
LLC

19
20 By:

21 Its:

22
23
24 Dated: _____, 2019

James Dal Bon
LAW OFFICES OF JAMES DAL BON

25
26 By: _____

James Dal Bon
Attorneys for Plaintiffs

1 Dated: _____, 2019

Albert Arellano
Plaintiff/Class Representative

2
3
4 Dated: 9/19, 2019

Jose Don Coronado
Jose Don Coronado
Plaintiff/Class Representative

5
6
7 Dated: _____, 2019

Defendant Moving Solutions, Inc.

8
9 By:

10 Its:

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12 Dated: _____, 2019

Defendant Chartwell Staffing Services, Inc.

13
14 By:

15 Its:

16
17
18 Dated: _____, 2019

Defendant Managed Facilities Solutions
LLC

19
20 By:

21 Its:

22
23
24 Dated: _____, 2019

James Dal Bon
LAW OFFICES OF JAMES DAL BON

25
26 By: _____

James Dal Bon
Attorneys for Plaintiffs

1 Dated: _____, 2019

Albert Arellano
Plaintiff/Class Representative

2
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4 Dated: _____, 2019

Jose Don Coronado
Plaintiff/Class Representative

5
6
7 Dated: _____, 2019

Defendant Moving Solutions, Inc.

8
9 By:

10 Its:

11
12 Dated: 18th September, 2019

W. Holmes Lilley, III
Defendant Chartwell Staffing Services, Inc.

13
14 By: W. Holmes Lilley, III

15 Its: General Counsel

16
17
18 Dated: _____, 2019

Defendant Managed Facilities Solutions
LLC

19
20 By:

21 Its:

22
23
24 Dated: _____, 2019

James Dal Bon
LAW OFFICES OF JAMES DAL BON

25
26 By: _____
James Dal Bon
Attorneys for Plaintiffs

GARY MIDDLE RIDER, ROBERT GARZA,
ALBERT ARELLANO and JOSE DON
CORONADO

Dated: _____, 2019

Victoria L. H. Boone
**LAW OFFICES OF BOOKE & AJLOUNY,
LLP**

By: _____

Victoria L. H. Boone
Attorneys for Plaintiffs
GARY MIDDLE RIDER, ROBERT GARZA,
ALBERT ARELLANO and JOSE DON
CORONADO

Dated: _____, 2019

Richard D. Schramm
EMPLOYMENT RIGHTS ATTORNEYS

By: _____

Richard D. Schramm
Attorneys for Defendant
MOVING SOLUTIONS, INC.

Dated: September 18
_____, 2019

Alexander Lawrence Conti
Conti Law

By: _____

Alexander L. Conti
Alexander Lawrence Conti
Attorneys for Defendant
CHARTWELL STAFFING SERVICES, INC.

Dated: _____, 2019

David W. Affeld

1 Dated: , 2019

Albert Arellano
Plaintiff/Class Representative

4 Dated: , 2019

Jose Don Coronado
Plaintiff/Class Representative

7 Dated: 9-21 , 2019

Defendant Moving Solutions, Inc.

By: 

Its: PRESIDENT

12 Dated: , 2019

Defendant Chartwell Staffing Services, Inc.

By:

Its:

18 Dated: OCTOBER 7, 2019

Defendant Managed Facilities Solutions
LLC

By: 

Its: CEO

24 Dated: 10/9 , 2019

James Dal Bon
LAW OFFICES OF JAMES DAL BON

By: 

James Dal Bon
Attorneys for Plaintiffs

GARY MIDDLE RIDER, ROBERT GARZA,
ALBERT ARELLANO and JOSE DON
CORONADO

Dated Oct. 9, 2019

Victoria L. H. Boone
**LAW OFFICES OF BOOKE & AJLOUNY,
LLP**

By: 

Victoria L. H. Boone

Attorneys for Plaintiffs

GARY MIDDLE RIDER, ROBERT GARZA,
ALBERT ARELLANO and JOSE DON
CORONADO

Dated: Sept. 19, 2019

Richard D. Schramm
EMPLOYMENT RIGHTS ATTORNEYS

By: 

Richard D. Schramm

Attorneys for Defendant

MOVING SOLUTIONS, INC.

Dated: _____, 2019

Alexander Lawrence Conti
Conti Law

By: _____

Alexander Lawrence Conti

Attorneys for Defendant
CHARTWELL STAFFING SERVICES, INC.

Dated: _____, 2019

Susan E. Bishop

BERLINER COHEN LLP

By: 

Susan E. Bishop
Attorneys for Defendant
MANAGED FACILITIES SOLUTIONS, LLC

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