

1 David Mara, Esq. (230498)
2 Jamie Serb, Esq. (289601)
3 Tony Roberts, Esq. (315595)
4 MARA LAW FIRM, PC
5 2650 Camino Del Rio North, Suite 205
6 San Diego, California 92108
7 Telephone: (619) 234-2833
8 Facsimile: (619) 234-4048

9 Attorneys for KRISTINA MCCONVILLE,
10 on behalf of herself, all others similarly situated,
11 and on behalf of the general public

12 WILLIAM V. WHELAN [SBN 116372]
13 wwhelan@swsslaw.com
14 LEAH S. STRICKLAND [SBN 265724]
15 lstrickland@swsslaw.com
16 MEI-YING M. IMANAKA [SBN 280472]
17 mimanaka@swsslaw.com
18 SOLOMON WARD SEIDENWURM &
19 SMITH, LLP
20 401 B Street, Suite 1200
21 San Diego, California 92101
22 Telephone: (619) 231-0303
23 Facsimile: (619) 231-4755

24 Attorneys for Defendant RENZENBERGER, INC.

25
26
27
28
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

29 KRISTINA MCCONVILLE, on behalf
30 of herself, all others similarly situated,
31 and on behalf of the general public,
32
33 Plaintiffs,
34
35 v.
36
37 RENZENBERGER, INC.; and DOES 1
38 through 100,
39
40 Defendants.

Case No. 2:17-cv-02972-FMO-JC
Complaint Filed: April 14, 2016
**STIPULATION AND
SETTLEMENT OF CLASS ACTION
CLAIMS**
Judge Fernando M. Olguin
Courtroom 6D
Magistrate Judge Jacqueline Chooljian

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Page

A.	Parties	1
B.	Class Certification	1
C.	Procedural History	1
D.	The Wright Action	2
E.	Investigation In The Class Action.....	3
F.	Benefits Of Settlement To Class Members.....	4
G.	Renzenberger’s Denials Of Wrongdoing.....	5
H.	Plaintiff’s Claims	5
1.	“Effective Date.....	6
2.	Full Investigation	6
3.	Release Of Claims.....	7
4.	Federal Release As To All Settlement Class Members	10
5.	General Release Of Any And All Claims By Class Representative.....	12
6.	Final Judgment.....	14
7.	Gross Settlement Fund	14
8.	The Net Settlement Fund	15
9.	Allocation Of Gross Settlement Fund.....	15
10.	Plan Of Allocation For Payment To Settlement Class Members	16
11.	Prospective Employment Practices.....	18
12.	Fees Award, Litigation Costs, And Incentive Awards	18
13.	First Amended Complaint.....	21
14.	Responsibilities Of Renzenberger.....	21
15.	Operation Of The Settlement Fund.....	22
16.	No Injunctive Relief.....	23
17.	Notice/Approval Of Settlement And Settlement Implementation.....	23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

18. Final Settlement Approval; Hearing And Entry Of Final Judgment 28

19. No Impact On Employee Benefits 30

20. Taxation..... 31

21. Circular 230 Disclaimer 32

22. Privacy Of Documents And Information 33

23. Publicity 33

24. No Admission By The Parties..... 34

25. Exhibits And Headings 34

26. Interim Stay Of Proceedings..... 34

27. No Retaliation 35

28. Amendment Or Modification..... 35

29. Entire Agreement 35

30. Authorization To Enter Into Settlement Agreement..... 35

31. Binding On Successors And Assigns..... 35

32. California Law Governs..... 36

33. This Settlement Is Fair, Adequate, And Reasonable 36

34. Cooperation And Drafting 36

35. Invalidity Of Any Provision..... 36

36. Defense..... 36

37. Named Plaintiff General Release Remains Effective 37

38. Enforcement..... 37

1 **A. Parties.** This Stipulation and Settlement of Class Action Claims
2 (“Settlement,” “Stipulation,” or “Agreement”) is made by Plaintiff Kristina
3 McConville (“Class Representative”) on behalf of herself and each of the other “Class
4 Members” as defined in this Agreement, on the one hand, and Defendant
5 Renzenberger, Inc. (“Renzenberger”) on the other hand, in the action pending in the
6 United States District Court, Central District of California, Western Division
7 (“Court”), Case No. 2:17-cv-02972-FMO-JC (“Class Action” or “Action”), and
8 subject to the approval of the Court. The “Settlement Class Members” (also referred
9 to as the “Class”) consist of all Class Members who do not properly elect to exclude
10 themselves from the terms of this Agreement.

11 **B. Class Certification.** Solely for purposes of this Settlement, the Plaintiff
12 and Renzenberger (collectively referred to as the “Parties”) stipulate and agree to
13 define the “Class Members” as consisting of all persons who are or have been
14 employed by Renzenberger as Drivers in the State of California at any time from April
15 14, 2012, through the date the Court grants Preliminary Approval (“Class Period”).
16 The Parties stipulate and agree to the certification of the Class Action for purposes of
17 this Settlement only.

18 Should the Settlement not become final for whatever reason, the fact that the
19 Parties were willing to stipulate to class certification as part of the Settlement shall
20 have no bearing on, and shall not be admissible in connection with, the issue of
21 whether a class should be certified in a non-settlement context in this Action and shall
22 have no bearing on, and shall not be admissible in connection with, the issue of
23 whether a class should be certified in any other lawsuit. Renzenberger expressly
24 reserves its right to continue to oppose class certification should this Settlement not
25 become final.

26 **C. Procedural History.** The action against Renzenberger was filed by
27 Class Representative Kristina McConville on April 14, 2016, in the Superior Court of
28 California in the County of Sacramento, Case No. 34-2016-00193086. A notice of

1 removal was filed on May 18, 2016, in the United States District Court for the Eastern
2 District of California and was subsequently transferred to the United States District
3 Court for the Central District of California on April 18, 2017, where it is now pending
4 under Case No. 17-cv-02972-FMO-JC. (“McConville Action”). This case alleged 1)
5 failure to pay all straight time wages; 2) failure to pay overtime; 3) failure to provide
6 meal periods (Lab. Code §§ 226.7, 512, IWC Wage Order Nos. 9-1998, 9-2000, 9-
7 2001(11); Cal Code Regs., Title 8 §11090); 4) failure to authorize and permit rest
8 periods (Lab. Code §§ 226.7, IWC Wage Order Nos. 9-1998, 9-2000, 9-2001(12); Cal
9 Code Regs., Title 8 §11090); 5) knowing and intentional failure to comply with
10 itemized employee wage statement provisions (Lab. Code §§226, 1174, 1175); 6)
11 failure to pay all wages due at the time of termination of employment (Lab. Code
12 §§201-203); and 7) violation of unfair competition law (Bus. & Prof. Code § 17200,
13 et seq.). Renzenberger denies all material allegations contained in Ms. McConville’s
14 Complaint. (See Docket No. 1-3). Plaintiff filed a First Amended Complaint, adding
15 a claim under the Private Attorneys General Act of 2004 (“PAGA”). Subsequently,
16 Plaintiff filed a Second Amended Complaint, adding a claim for failure to pay
17 overtime under the Fair Labor Standards Act (“FLSA”).

18 **D. The Wright Action.** On July 15, 2013, the matter of Roderick Wright,
19 Fernando Olivarez, and Marcus Haynes, Jr. v. Renzenberger, Inc. was filed in the Los
20 Angeles County Superior Court, under Case Number BC515105. The matter was
21 thereafter removed to the United States District Court for the Central District of
22 California, where it is now pending under Case No. 13-cv-6642 FMO (AGR_x)
23 (“Wright Action”). The Wright Action complaint alleged class claims on behalf of
24 drivers employed by Renzenberger for failure to authorize and permit rest periods,
25 failure to provide meal periods, failure to pay minimum wages for split shifts, failure
26 to pay overtime, waiting time penalties, failure to itemize wage statements, and for
27 violations of California’s Unfair Competition Law. On March 4, 2014, a Second
28 Amended Complaint was filed, which limited the causes of action on behalf of drivers

1 employed by Renzenberger to the following: Failure to authorize and permit rest
2 periods, failure to pay minimum wages, failure to pay overtime, waiting time
3 penalties, failure to provide accurate itemized wage statements, unfair business
4 practices and for violations of California's Private Attorneys General Act. The Court
5 issued Class Certification for the Separate Pay Class, Pay Averaging Class, Wage
6 Statement Class, Waiting Time Penalty Class and Rest Break Class.

7 **E. Investigation in the Class Action.** The Parties have conducted
8 significant investigation of the facts and law during the prosecution of this Action.
9 The Parties have also investigated Renzenberger's finances and the Company's ability
10 or inability to pay any judgment that could be entered in this case. Such investigations
11 have included, among other things, the exchange of information and documents,
12 meetings and conferences between representatives of the Parties, propounding and
13 responding to written discovery, taking and defending oral depositions, interviewing
14 putative class members and potential witnesses, obtaining informal responses to
15 mediation information/document requests, reviewing and analyzing thousands of
16 pages of documents and data, and participating in mediation on November 28, 2017
17 with the Honorable Steven Denton (Ret.). Counsel for the Parties have further
18 investigated the applicable law as applied to the facts discovered regarding the alleged
19 claims of the Class Representative on behalf of the Class Members and potential
20 defenses, and the damages claimed by the Class Representative on behalf of the Class
21 Members. In pertinent part, the investigation has yielded the following: The principal
22 claims in the Action are the allegations that Renzenberger failed to provide compliant
23 meal periods to/for its California non-exempt employees, and/or failed to compensate
24 such non-exempt employees in lieu thereof, by paying meal period and/or rest break
25 premiums under Labor Code §§ 226.7 and/or IWC Wage Order No. 1-2001. The
26 Class Representative believes she has meritorious claims based on alleged violations
27 of the California Labor Code, and the California Business and Professions Code, and
28 that class certification is appropriate because the prerequisites for class certification

1 can be satisfied for the Action. The Class Representative is demanding various
2 amounts for wages, penalties, interest, attorneys' fees, and other damages on behalf
3 of the Class Members. Renzenberger contends the Class Members were provided
4 meal periods as required by California law, were compensated for all hours worked,
5 were paid in full in a timely manner on termination of employment, and were provided
6 with compliant paystubs or wage statements. After investigation, attorneys with The
7 Turley & Mara Law Firm, APLC, counsel for Plaintiff ("Class Counsel" or
8 "Plaintiff's Counsel") appreciates the defenses and position of Renzenberger, but
9 believes the Class Members would ultimately succeed in the Action. Renzenberger,
10 on the other hand, continues to believe it complied with, and remains in compliance
11 with, California law.

12 **F. Benefits of Settlement to Class Members.** Class Representative
13 recognizes the expense and length of continued proceedings necessary to continue the
14 litigation against Renzenberger through trial and through any possible appeals. Class
15 Representative has also taken into account the uncertainty and risk of the outcome of
16 further litigation, and the difficulties and delays inherent in such litigation. Class
17 Representative is also aware of the burdens of proof necessary to establish liability
18 for the claims asserted in the Action (the "Claims" or "Class Action Claims"),
19 Renzenberger's defenses, and the difficulties in establishing damages for the Class
20 Members. Class Representative has also taken into account the extensive settlement
21 negotiations conducted.

22 In addition, Renzenberger has provided counsel for the Class Representative
23 with a significant volume of financial information. In consultation with economic
24 experts retained by the Class Representative's counsel, Class Representative and
25 Class Counsel do not believe Renzenberger would have the financial ability to pay
26 the damages they believe could be proven in this case at trial if the Class were able to
27 obtain a judgment in its favor.

28 Based on those considerations, Class Representative and Class Counsel have

1 determined that the Settlement set forth in this Agreement is a fair, adequate and
2 reasonable settlement, and is in the best interests of the Class Members.

3 **G. Renzenberger's Denials of Wrongdoing.** Renzenberger has denied and
4 continues to deny each of the claims and contentions alleged by the Class
5 Representative in the Action. Renzenberger has repeatedly asserted and continues to
6 assert defenses, and has expressly denied and continues to deny any wrongdoing or
7 legal liability arising out of any of the facts or conduct alleged in the Action.
8 Renzenberger also has denied and continues to deny, among other things, the
9 allegations that the Class Members have suffered damage; that Renzenberger failed
10 to provide any of the Class Members meal periods and/or rest breaks as required by
11 California law; that Renzenberger failed to compensate the Class Members for all
12 hours worked; that Renzenberger failed to pay any earned "premium pay;" that
13 Renzenberger failed to provide accurate and itemized wage statements; that
14 Renzenberger failed to fully compensate employees in a timely manner upon
15 termination of employment; that Renzenberger engaged in any unlawful, unfair or
16 fraudulent business practices; that Renzenberger engaged in any wrongful conduct as
17 alleged in the Action; or that the Class Members were harmed by the conduct alleged
18 in the Action. Neither this Agreement, nor any document referred to or contemplated
19 in this Agreement, nor any action taken to carry out this Agreement, is, may be
20 construed as, or may be used as an admission, concession or indication by or against
21 Renzenberger of any fault, wrongdoing or liability whatsoever.

22 **H. Plaintiff's Claims.** The Class Representative has claimed and continues
23 to claim that the Released Claims (as defined below) have merit and give rise to
24 liability on the part of Renzenberger.

25 NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among the Class
26 Representative on behalf of the Class Members on the one hand, and Renzenberger
27 on the other hand, and subject to the approval of the Court, and also contingent on the
28 contemporaneous approval of the Court of the proposed settlement in the class action

1 entitled *Wright v. Renzenberger* pending in the United States District Court, Central
2 District of California, Western Division, Case No. 2:13-cv-06642-FMO-AGR, that
3 the Class Action is hereby being compromised and settled pursuant to the terms and
4 conditions set forth in this Agreement and that upon the Effective Date (as defined
5 below) judgment shall be entered, subject to the recitals set forth above which by this
6 reference become an integral part of this Agreement and subject to the following terms
7 and conditions:

8 1. **“Effective Date.”** As used in this Settlement, “Effective Date”
9 means the date by which this Settlement and the *Wright v. Renzenberger* settlement
10 are finally approved as provided in this Agreement and the Court’s Final Judgment in
11 both cases (“Final Judgment” or “Judgment”) become final. For purposes of this
12 paragraph, the Final Judgment “becomes final” upon the latter of:

13 (a) if there are no objections to the Settlement by Class Members, the
14 Effective Date shall be the date of the trial Court’s order finally approving the
15 Settlement; or

16 (b) if an objection is timely made/asserted by a Class Member; and in
17 addition, (1) the date affirmance of an appeal of the Judgment becomes final or the
18 expiration of the time for filing a petition for review or certiorari of or as to the Final
19 Judgment or of any Court of Appeals’ decision relating to the Final Judgment and, if
20 review is granted, the date of final affirmance of the Final Judgment following review
21 pursuant to that grant; (2) the date of final dismissal of any writ of certiorari as to or
22 appeal from the Judgment or the final dismissal of any proceeding on review of any
23 Court of Appeals’ decision relating to the Judgment; or (3) if no appeal is filed, the
24 expiration date of the time for the filing or noticing of any appeal from the Judgment.

25 2. **Full Investigation.** Class Representative has fully investigated the
26 factual and legal bases for the causes of action asserted in the Class Action.
27 Renzenberger has denied that it failed to provide the Class Members meal periods
28 and/or rest breaks in accordance with California law or failed to pay the Class

1 Members for any earned premium pay. As a result of her investigation, Class
2 Representative continues to believe that Renzenberger failed to provide compliant
3 meal periods and/or rest breaks, and that the Class Members were not paid in full for
4 any premium pay due. Given the disagreement between the Parties as to the viability
5 of the claims raised by the Class Representative in the Class Action, the Parties
6 believe the Settlement provided for in this Agreement is a fair, adequate, and
7 reasonable settlement.

8 **3. Release Of Claims.**

9 Release As To All Settlement Class Members. As of the Effective Date, the
10 Settlement Class Members, excluding those members who request to be excluded
11 from the settlement, including the Class Representative, release Renzenberger and its
12 assignees, and each of their past or present officers, directors, shareholders,
13 employees, agents, principals, heirs, representatives, accountants, auditors,
14 consultants, insurers and reinsurers, and their respective successors and predecessors
15 in interest, subsidiaries, affiliates, parents and attorneys and all of their respective
16 officers, directors, employees, administrators, fiduciaries, trustees and agents (the
17 “Released Parties”), from the “Released Claims.” For purposes of this Agreement, the
18 “Released Claims” include all claims, other than claims under the federal Fair Labor
19 Standards Act, that were or could have been pled based on the factual allegations in
20 the operative complaint, including without limitation, those having all of the
21 characteristics below:

22 (a) all claims, demands, rights, liabilities, and causes of action
23 of every nature and description whatsoever that arose from April 14, 2012 through
24 the date the Court enters an Order preliminarily approving the Settlement; and

25 (b) whether in tort, contract, or for violation of any state
26 constitution, statute, rule or regulation, including state wage and hour laws;

27 (c) whether for economic damages, non-economic damages,
28 restitution, premium pay, penalties or liquidated damages;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(d) arising out of, relating to, or in connection with:

(1) any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are or could be the basis of claims: (a) that Renzenberger failed to pay all straight time wages; (b) that Renzenberger failed to pay all overtime pay; (c) that Renzenberger failed to provide Plaintiffs with meal periods and/or rest breaks, or failed to compensate Plaintiffs for all hours worked in connection with meal periods and/or rest breaks, in accordance with California law, including any claims for waiting time penalties, premium pay, or inaccurate wage statements based on the factual allegations pled in the Class Action; (d) that Renzenberger failed to compensate plaintiffs for all hours worked, including any claims for waiting time penalties, or inaccurate wage statements based on the factual allegations contained in the Class Action; (e) that Renzenberger failed to compensate plaintiffs for all wages due upon termination in a timely fashion; (f) that Renzenberger failed to provide the paystubs required by California law; (g) that Renzenberger failed to comply with any California state wage and hour laws, based on the factual allegations contained in the Class Action; including any claims for waiting time penalties, premium pay, or inaccurate wage statements based on the factual allegations contained in the Class Action; (h) that Renzenberger failed to keep any and all records required by California law based on the factual allegations contained in

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

the Class Action; (i) that Renzenberger failed to comply with Labor Code Sections 201-203, 206, 206.5, 226, 226.7, 510, 512, California Business & Professions Code Section 17200, and/or Wage Order 1-2001 based on the factual allegations contained in the Class Action; (j) any claims brought under California Labor Code Section 2699, the “Private Attorney General Act” based on the factual allegations contained in the Class Action; or (k) that Renzenberger owes wages, premium pay, penalties, interest, attorneys’ fees or other damages of any kind based on a failure to comply with these state wage and hour laws and record keeping laws based on the factual allegations contained in the Class Action, at any times on or before the last day of the Class Period;

(2) the causes of action asserted in the Class Action, including any and all claims for alleged failure to provide meal periods and/or rest breaks, or alleged failure to pay all wages and/or premium pay on termination of employment, or alleged failure to provide accurate wage statements, or for waiting time penalties or for premium pay and, as related to the foregoing, for alleged unlawful, unfair and/or fraudulent business practices under California Business and Professions Code § 17200, et seq.;

(3) any other claims based on any factual allegations pled in this Class Action; and/or

(e) This Release is based on the factual and legal claims asserted in Plaintiff’s operative complaint, and only applies to those persons identified by the Released Parties as being a member of the Class in connection with the

1 administration of this proposed settlement. Any person *not* identified by the Released
2 Parties as being a member of the Class shall not and will not be affected by this
3 Release. Further, this Release does not apply to any claim that as a matter of law
4 cannot be released, including but not limited to claims for indemnification pursuant
5 to California Labor Code section 2802, unemployment insurance benefits, and
6 workers' compensation claims.

7 The Class Members may later discover facts in addition to or different from
8 those alleged in the operative complaint with respect to the subject matter of the
9 Released Claims, but upon the Effective Date, shall be deemed to have, and by
10 operation of the Final Judgment shall have, fully, finally, and forever settled and
11 released any and all of the Released Claims, whether contingent or non-contingent,
12 which now exist, or have existed, upon any theory of law or equity now existing or
13 coming into existence in the future, including, but not limited to, conduct that is
14 negligent, reckless, intentional, with or without malice, or a breach of any duty, law
15 or rule, without regard to the subsequent discovery or existence of such different or
16 additional facts.

17 **4. Federal Release As To All Settlement Class Members Who**
18 **Execute And Return An FLSA Opt-In Form.**

19 In addition to releasing the Released Parties from the Released Claims as
20 outlined in subsection (a), Plaintiff and those Settlement Class Members who
21 affirmatively consent to join the FLSA collective by executing and returning the
22 FLSA Opt-In Form attached hereto as **Exhibit 2** (hereafter "FLSA Opt-In Form") will
23 also release the Released Parties from the "Released Federal Law Claims." For
24 purposes of this Agreement, the "Released Federal Law Claims" include all claims
25 that were or could have been pled based on the factual allegations in the operative
26 complaint, including without limitation:

27 (1) any and all applicable federal law claims, demands, rights,
28 liabilities, and causes of action of every nature and description whatsoever, known or

1 unknown, asserted or that might have been asserted; and

2 (2) whether in tort, contract, or for violation of any federal
3 constitution, statute, rule or regulation, including federal wage and hour laws, whether
4 for economic damages, non-economic damages, restitution, penalties or liquidated
5 damages, arising out of, relating to, or in connection with:

6 (i) all federal law causes of action alleged in or that
7 could have been alleged in the operative complaint based
8 upon the facts pleaded in the operative complaint under any
9 theory of law, including but not limited to: failure to pay
10 wages, including straight time and overtime wages under
11 the FLSA; failure to provide rest periods; failure to timely
12 pay wages owed; and/or

13 (ii) any and all facts, transactions, events, policies,
14 occurrences, acts, disclosures, statements, omissions or
15 failures to act, alleged in or that could have been alleged in
16 the operative complaint, based upon the facts pleaded in the
17 operative complaint under any theory of law, which are or
18 could be the basis of claims related to Renzenberger's
19 alleged failure to failure to pay wages, including straight
20 time and overtime under the FLSA; failure to provide rest
21 periods; failure to timely pay wages owed; or other damages
22 of any kind based on a failure to comply with any federal
23 wage and hour laws, at any time during the Class Period.

24 Those Settlement Class Members who affirmatively consent to join the FLSA
25 collective may hereafter discover facts in addition to or different from those alleged
26 in the operative complaint with respect to the subject matter of the Released Federal
27 Law Claims, but upon the Effective Date, shall be deemed to have, and by operation
28 of the Final Judgment shall have, fully, finally, and forever settled and released any

1 and all of the Released Federal Law Claims, whether known or unknown, suspected
2 or unsuspected, contingent or non-contingent, which now exist, or heretofore have
3 existed, upon any theory of law or equity now existing or coming into existence in the
4 future, including, but not limited to, conduct that is negligent, intentional, with or
5 without malice, or a breach of any duty, law or rule, without regard to the subsequent
6 discovery or existence of such different or additional facts.

7 Those Settlement Class Members who affirmatively consent to join the
8 FLSA collective agree not to sue or otherwise make a claim against any of the
9 Released Parties that is related to the Released Federal Law Claims.

10 **5. General Release Of Any And All Claims By Class**

11 **Representative**. In addition to the releases made by the Settlement Class Members
12 set forth in Paragraph 3 of this Agreement, the Class Representative, as of the
13 Effective Date, makes the additional following general release of all claims, known
14 or unknown. The Class Representative releases the Released Parties from all claims,
15 demands, rights, liabilities and causes of action of every nature and description
16 whatsoever, known or unknown, asserted or that might have been asserted, whether
17 in tort, contract, or for violation of any state or federal statute, rule or regulation
18 arising out of, relating to, or in connection with any act or omission by or on the part
19 of any of the Released Parties committed or omitted prior to the execution of this
20 Agreement. Class Representative also specifically agrees and acknowledges that she
21 is waiving any right to recovery based on state or federal age, sex, pregnancy, race,
22 color, national origin, marital status, religion, veteran status, disability, sexual
23 orientation, medical condition or other anti-discrimination laws, including, without
24 limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in
25 Employment Act, the Equal Pay Act, the Americans with Disabilities Act and the
26 California Fair Employment and Housing Act, California Labor Code section 970, the
27 Family and Medical Leave Act, the Employee Retirement Income Security Act, the
28 Worker Adjustment and Retraining Act, the Fair Labor Standards Act, California

1 Labor Code Section 2699, et. seq., the “Private Attorney General Act, and any other
2 section of the California Labor Code, all as amended, whether such claim be filed by
3 Class Representative or by a governmental agency, as well as the laws of any other
4 country in the world. (The release set forth in this Paragraph H(4) shall be referred to
5 as the “General Release”).

6 The Class Representative agrees not to sue or otherwise make a claim against
7 any of the Released Parties that is in any way related to the Released Claims. The
8 General Release does not apply to any claim that as a matter of law cannot be released,
9 including but not limited to claims for indemnification pursuant to California Labor
10 Code Section 2802, unemployment insurance benefits, and workers’ compensation
11 claims, nor does it preclude filing suit to challenge Renzenberger’s compliance with
12 the waiver requirements of the ADEA as amended by the Older Worker Benefit
13 Protection Act, or filing a charge with the Equal Employment Opportunity
14 Commission.

15 The General Release includes any unknown claims the Class Representative
16 does not know or suspect to exist in her favor at the time of the General Release,
17 which, if known by her, might have affected her settlement with, and release of, the
18 Released Parties by the Class Representative or might have affected her decision not
19 to object to this Settlement or the General Release.

20 With respect to the General Release, the Class Representative stipulates and
21 agrees that, upon the Effective Date, the Class Representative shall be deemed to
22 have, and by operation of the Final Judgment shall have, expressly waived and
23 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits
24 of Section 1542 of the California Civil Code, or any other similar provision under
25 federal or state law, which provides:

26 A general release does not extend to claims which the
27 creditor or releasing party does not know or suspect to exist
28 in his or her favor at the time of executing the release and
that, if known by him or her must have materially affected
his or her settlement with the debtor or released party.

1 The Class Representative may later discover facts in addition to or different
2 from those she now knows or believes to be true with respect to the subject matter of
3 the General Release, but the Class Representative upon the Effective Date, shall be
4 deemed to have, and by operation of the Final Judgment shall have, fully, finally, and
5 forever settled and released any and all of the claims released pursuant to the General
6 Release, whether known or unknown, suspected or unsuspected, contingent or non-
7 contingent, which now exist, or previously existed upon any theory of law or equity
8 now existing or coming into existence in the future, including, but not limited to,
9 conduct that is negligent, reckless, intentional, with or without malice, or a breach of
10 any duty, law or rule, without regard to the subsequent discovery or existence of such
11 different or additional facts.

12 **6. Final Judgment.** In connection with seeking Final Approval of
13 this Settlement, Class Representative will seek final entry of judgment of this Action
14 and all claims stated in this Action, and upon the Effective Date the Final Judgment
15 will constitute a binding and final resolution of any and all claims by the Class
16 Representative and all Class Members as set forth in this Agreement.

17 **7. Gross Settlement Fund.** The term “Gross Settlement Fund” shall
18 refer to the funds that Renzenberger has agreed to pay to settle the Class Action. The
19 Settlement Fund has a maximum possible value of Two Million Four Hundred Fifty
20 Thousand Dollars (\$2,450,000). The Gross Settlement Fund is the maximum payment
21 under this Settlement Agreement, and includes but is not limited to all attorneys’ fees
22 and costs, the payment to the Labor Workforce Development Agency (“LWDA”),
23 employer-owed taxes, incentive payments to the Class Representative, the costs of
24 settlement and claim administration, any post-settlement costs, and pre and post-
25 judgment interest. Under no circumstances shall Renzenberger be required to spend
26 more than \$2,450,000 for any reason under this Settlement Agreement.

27 **8. The Net Settlement Fund.** The “Net Settlement Fund” is the
28 balance of the Gross Settlement Fund remaining after payments from the Gross

1 Settlement Fund for: payment to the LWDA, employer-owed taxes, attorneys' fees,
2 legal costs, administration costs, and the class representative general release. The Net
3 Settlement Fund will be divided into two Payout Funds: (1) the Class Payout Fund
4 and (2) the FLSA Payout Fund. All Settlement Class Members shall automatically be
5 paid individual settlement shares out of the Class Payout Fund. Only those Settlement
6 Class Members who return a signed FLSA Opt-In Form will also receive a settlement
7 payment from the FLSA Payout Fund.

8 **9. Allocation of Gross Settlement Fund.** Within fourteen (14) days
9 after the Court grants preliminary approval of this Agreement, and solely for purposes
10 of this Settlement, Renzenberger shall pay the Gross Settlement Fund to the
11 Settlement Administrator, to be held in an interest-bearing account. If for any reason
12 this Settlement does not become effective or final for any of the reasons set forth in
13 this Agreement, then the Settlement Administrator shall return the entire Settlement
14 Fund, plus any accrued interest, to Renzenberger within fourteen (14) days of being
15 notified in writing that the Settlement will not be effective or final as provided in this
16 Agreement.

17 Within fourteen (14) days after the Effective Date, the Settlement
18 Administrator shall pay the applicable settlement payments to the Settlement Class
19 Members.

20 The Gross Settlement Fund is comprised of: (i) the settlement shares to Plaintiff
21 and Class Members from the Net Settlement Fund (consisting of the Class Payout
22 Fund and the FLSA Payout Fund) less deductions as explained in Paragraph H.8
23 below (ii) the Fees Award (as defined below) to Class Counsel in an amount not to
24 exceed Eight Hundred Fifteen Thousand Eight Hundred Fifty Dollars (\$815,850); (iii)
25 reimbursement of Litigation Costs (as defined below) incurred by Class Counsel in a
26 total amount estimated at no more than Forty Thousand Dollars (\$40,000); (iv) the
27 Incentive/General Release Payment Award (as defined below) to the Class
28 Representative, in a total amount not to exceed Ten Thousand Dollars (\$10,000); (v)

1 Claims Administration expenses, estimated to be Forty Thousand Dollars (\$40,000);
2 (vi) employer-owed taxes; and (vii) payment to the LWDA for Class Representative's
3 Private Attorney General Act ("PAGA") claims under California Labor Code Section
4 2699 et seq. in an amount not to exceed One Hundred Thousand Dollars (\$100,000)
5 ("PAGA Payment").

6 **10. Plan of Allocation for Payment to Settlement Class Members.**

7 Within fourteen (14) days after the Effective Date, and solely for purposes of
8 this Settlement, Defendants shall wire the amount of the Gross Settlement Fund into
9 an account set up by the Settlement Administrator for distribution in accordance with
10 the following eligibility and settlement formula requirements:

11 (a) Excluded from becoming Class Members are those
12 Plaintiffs who submit valid and timely requests for exclusion pursuant to the terms
13 and procedures of the Notice of Pendency and Settlement of Class Action; and

14 (b) Settlement Administrator. The Gross Settlement Amounts
15 of these two categories of Settlement Awards will be calculated as follows:

16 (i) After deducting the amount of Fees Award, the Costs
17 Award, the Service Award/General Release Payment, the LWDA portion of the
18 PAGA Payment, and Claims Administration Expenses that are all finally approved by
19 the Court, the remaining Net Settlement Fund will be allocated to Settlement Class
20 Members;

21 (ii) Ninety percent (90%) of the Net Settlement Fund will
22 be allocated to the Class Payout Fund. Settlement Class Members will automatically
23 receive their pro rata settlement share from this fund. Individual Settlement Shares
24 from the Class Payout Fund will be distributed based on the number of weeks each
25 Class Member worked as a Driver during the Class Period. The number of workweeks
26 for each Class Member will be determined by adding all the calendar days within the
27 inclusive dates of employment and dividing that number by seven. Any partial
28 workweek will be rounded up to the nearest full workweek. This shall be considered

1 each Class Member's "Workweek Figure." Class Members' Individual Settlement
2 Shares will be calculated by dividing the Class Payout Fund by the total of all Class
3 Members' Workweek Figures to arrive at a Per-Workweek Amount. For example, a
4 Class Member who worked 365 days would have a Workweek Figure of 52 weeks. If
5 the PAGA Payment was \$100,000, and the Total Workweeks for all Class Members
6 was 10,000, this would result in a \$10 Per-Workweek Amount. Then, the above Class
7 Member would be eligible for \$520 for 52 workweeks. This would be the Settlement
8 Class Member's Individual Settlement Share from the Class Payout Fund. All
9 Settlement Class Members will automatically receive an Individual Settlement Share
10 from the Class Payout Fund of his or her Workweek Figure multiplied by the
11 calculated Per-Workweek Amount;

12 (iii) Ten percent (10%) of the Net Settlement Fund will
13 be allocated to the FLSA Payout Fund. Only those Settlement Class Members who
14 submit a timely and valid FLSA Opt-In Form shall be deemed to have opted into the
15 FLSA claims, will be deemed to have released the claims defined in the Federal
16 Release, and shall receive a pro-rata settlement share from the FLSA Payout Fund.
17 To arrive at these amounts, the FLSA Payout Fund will be distributed based on the
18 number of weeks each Class Member worked as a Driver during the Class Period. The
19 number of workweeks for each Class Member will be determined by adding all the
20 calendar days within the inclusive dates of employment and dividing that number by
21 seven. Any partial workweek will be rounded up to the nearest full workweek. This
22 shall be considered each Class Member's "Workweek Figure." Class Members'
23 Individual Settlement Shares from the FLSA Payout Fund will be calculated by
24 dividing the FLSA Payout Fund by the total of all Class Members' Workweek Figures
25 to arrive at a Per-Workweek Amount. For example, a Class Member who worked 365
26 days would have a Workweek Figure of 52 weeks. If the PAGA Payment was
27 \$100,000, and the Total Workweeks for all Class Members was 10,000, this would
28 result in a \$10 Per-Workweek Amount. Then, the above Class Member would be

1 eligible for \$520 for 52 workweeks. This would be the Settlement Class Member's
2 Individual Settlement Share from the FLSA Payout Fund.

3 (iii) Any portion of the FLSA Payout Fund that is
4 unclaimed by Settlement Class Members shall become distributable on a pro-rata
5 basis to those Settlement Class Members who returned timely, valid FLSA Opt-In
6 Forms.

7 (iv) Renzenberger shall provide each Class Member's
8 workweek information to the Settlement Administrator no later than fourteen (14)
9 days after the close of the Class Period so that the Settlement Administrator may
10 estimate Class Member Settlement Shares payments prior to the Notice mailing;

11 (v) Thirty-three and a third percent (33.3%) of all
12 Individual Settlement Payments to Settlement Class Members will be called the
13 "Gross Wage Portion." The remaining sixty-six and two thirds percent (66.6%) of
14 payments to Settlement Class Members represents the "Non-Wage Portion" of the
15 Individual Settlement Payment and includes interest and penalties sought in the Class
16 Action. Settlement Class Members will be issued W2s for the Wage Portions of their
17 Individual Settlement Payment and IRS Form 1099s for the Non-Wage Portions.
18 From each Settlement Class Member's Gross Wage Portion, deductions will be made
19 for state and federal taxes owed by Renzenberger as a result of the payment and for
20 any applicable payroll deductions required to be made by Renzenberger as a result of
21 the payment. The resulting amount will be each individual Settlement Class
22 Member's "Gross Wage Component." From each Settlement Class Member's Gross
23 Wage Component that is characterized as wages, payroll deductions will be made for
24 state and federal withholding taxes and any other applicable payroll deductions owed
25 by the Class Member or the Settlement Class Member as a result of the payment,
26 resulting in a "Net Wage Component." The total of the Net Wage Component and the
27 Non-Wage Portion shall be the Class Member or Settlement Class Member's "Net
28 Individual Settlement Share"; and

1 (v) The Settlement Administrator shall be responsible
2 for issuing the payments and calculating and withholding all required state and federal
3 taxes owed by Settlement Class Members and Renzenberger.

4 **11. Prospective Employment Practices.** As noted above, after
5 thorough investigation, the Parties disagree as to whether Renzenberger provided the
6 Class Members with compliant meal periods and rest breaks as required by California
7 law, whether Renzenberger paid all premium pay owed, whether Renzenberger timely
8 paid all wages due and owed upon termination, and whether Renzenberger provided
9 accurate wage statements. Renzenberger believes its policies do comply, and have
10 always complied, with the law. However, because the Parties desire to eliminate
11 future disputes regarding the issues raised in this Action, Renzenberger has agreed to
12 comply with California law regarding meal and rest periods, payment of wages,
13 recording of hours worked, and paystubs.

14 Renzenberger is not obligated by virtue of this Settlement Agreement to make
15 any particular changes to its policies. To the extent Renzenberger makes any changes
16 to its policies, Renzenberger may again change those policies based on any relevant
17 changes to California or federal law or for any other reason.

18 **12. Fees Award, Litigation Costs, and Incentive Awards.**

19 (a) Plaintiff's Counsel will request, and Renzenberger will not
20 oppose, an award of attorneys' fees ("Fees Award") of up to Eight Hundred Fifteen
21 Thousand Eight Hundred Fifty Dollars (\$815,850). The Fees Award will cover all
22 work performed and all fees incurred to date, and all work to be performed and all
23 fees to be incurred in connection with the approval by the Court of this Settlement,
24 the administration of the Settlement, and obtaining final approval of this Settlement
25 and entry of judgment. Plaintiff's Counsel shall not be permitted to petition the Court
26 for, or accept, any additional payments for attorneys' fees. Plaintiff's Counsel will be
27 issued an IRS Form 1099 for the Fees Award. If the Court awards attorneys' fees in
28 an amount less than specified above, the residual shall be distributed to the Settlement

1 Class Members on a pro rata basis, using the formula laid out in Paragraph 10(b),
2 *supra*.

3 The Fees Award shall be paid by the Settlement Administrator via wire transfer
4 from the Settlement Fund to Plaintiff's Counsel within seven (7) banking days after
5 the Effective Date.

6 The Settlement Administrator's payment of the Fees Award to Plaintiff's
7 Counsel shall constitute full satisfaction of the obligation to pay any amounts to any
8 person, attorney, or law firm for attorneys' fees in the Action incurred by any attorney
9 on behalf of Class Representative, Settlement Class Members, and Settlement Class
10 Members, and shall relieve Renzenberger, the Settlement Administrator, the
11 Settlement Fund, and Renzenberger's Counsel of any other claims or liability to any
12 other attorney or law firm for any attorneys' fees to which any of them may claim to
13 be entitled on behalf of Class Representative and Settlement Class Members.

14 (b) Plaintiff's Counsel will request, and Renzenberger will not
15 oppose, an award of costs ("Litigation Costs") in an amount of up to Forty Thousand
16 Dollars (\$40,000). The Litigation Costs will cover all work performed and all costs
17 incurred to date, and all work to be performed and all costs to be incurred in
18 connection with the approval by the Court of this Settlement, the administration of
19 the Settlement, and final approval of this Settlement and entry of judgment. Plaintiff's
20 Counsel shall not be permitted to petition the Court for, or accept, any additional
21 payments for costs. If the Court awards costs in an amount less than specified above,
22 the residual shall be distributed to the Settlement Class Members on a pro rata basis
23 using the formula laid out in Paragraph 10(b), *supra*.

24 The Litigation Costs shall be paid by the Settlement Administrator via wire
25 transfer from the Settlement Fund to Plaintiff's Counsel within seven (7) banking days
26 after the Effective Date.

27 The Settlement Administrator's payment of the Litigation Costs to Plaintiff's
28 Counsel shall constitute full satisfaction of the obligation to pay any amounts to any

1 person, attorney, or law firm for Class Counsel's expenses or costs in the Action
2 incurred by any attorney on behalf of Class Representative and Settlement Class
3 Members, and shall relieve Renzenberger, the Settlement Administrator, the
4 Settlement Fund, and Renzenberger's Counsel of any other claims or liability to any
5 other attorney or law firm for any expenses and/or costs to which any of them may
6 claim to be entitled on behalf of Class Representative and Settlement Class Members.

7 (c) Plaintiff's Counsel may request, and Renzenberger will not
8 oppose, an Incentive Award/General Release Payment to Class Representative in an
9 amount not to exceed Ten Thousand Dollars (\$10,000) total, to be paid to the Class
10 Representative for her initiation of this Action, for a general release of all claims, and
11 for her time, effort and risk spent pursuing the Action. Renzenberger agrees not to
12 oppose such an application, so long as it is consistent with the provisions of this
13 Agreement. Any Incentive Award shall be sent to the Class Representative within
14 seven (7) banking days of the Effective Date. The Class Representative will also
15 receive a Settlement Award from Renzenberger in addition to this Incentive Award.
16 If the Court awards an Incentive Award in an amount less than specified above, the
17 residual shall be distributed to the Settlement Class Members on a pro rata basis using
18 the formula laid out in Paragraph 10(b), *supra*.

19 The Class Representative's Incentive Award will not be taxed as wages. The
20 Class Representative will receive IRS Forms 1099 for the Incentive Award. The Class
21 Representative agrees to indemnify and hold harmless Renzenberger for any tax
22 liability.

23 **13. First and Second Amended Complaint.** As part of the
24 Settlement, Plaintiffs filed a first amended complaint to add claims for PAGA at the
25 time of filing for preliminary approval of the Settlement. Prior to Preliminary
26 Approval, Plaintiff will send out required Notice to the LWDA and follow all pre-
27 filing requirements under California Labor Code sections 2699, *et. seq.* As part of the
28 Settlement, Plaintiffs also filed a Second Amended Complaint to add claims for

1 overtime under the FLSA. Should the settlement not be finally approved or be rejected
2 on appeal, the operative complaint shall revert to the Plaintiff's originally filed
3 complaint.

4 **14. Responsibilities of Renzenberger.**

5 Renzenberger shall:

6 (a) Pay the Settlement Administrator, for costs and expenses of
7 administering this Settlement after the Settlement Administrator has submitted bills
8 to Renzenberger and those bills have been approved by Renzenberger. All claims
9 administration expenses will come from the Settlement Fund;

10 (b) Pay, or cause the Settlement Administrator to pay, the Fees
11 Award, Litigation Costs, payment to the LWDA and Incentive Award within seven
12 (7) banking days after the Effective Date;

13 (c) Provide, within fourteen (14) days from the date the Court
14 grants preliminary approval, the Settlement Administrator with "Database Reports"
15 showing each Class Member's name, address, employee or social security number,
16 Gross Settlement Amount, and workweek information, and provide Class Counsel the
17 Database Reports showing each Class Member's last four digits of the employee or
18 social security numbers, Gross Settlement Amounts, and workweek information;

19 (d) Pay, or cause the Settlement Administrator to pay, the
20 Settlement Awards to the Settlement Class Members in accordance with the terms of
21 this Agreement;

22 (e) Establish, or cause the Settlement Administrator to
23 establish, a Settlement Account (either a separate checking account or separate ledger
24 entry), and make appropriate arrangements to fund any checks written upon the
25 Settlement Account; and

26 (f) If the Settlement Administrator's costs do not amount to the
27 \$35,000 maximum, any residual amount shall be distributed to the Settlement Class
28 Members using the formula laid out in Paragraph 10(b).

1 **15. Operation of the Settlement Fund.**

2 (a) The Settlement Administrator will calculate the net
3 amounts to be paid to the Settlement Class Members from the Net Settlement Fund in
4 accordance with the terms and provisions of this Agreement;

5 (b) The Settlement Administrator shall have the authority and
6 obligation to make payments, credits and disbursements, including payments and
7 credits in the manner set forth in this Agreement, to Settlement Class Members from
8 the Net Settlement Fund calculated in accordance with the methodology set out in this
9 Agreement and orders of the Court;

10 (c) The Settlement Administrator shall make all proper
11 payments, disbursements, and credits from the Settlement Fund;

12 (d) No person shall have any claim against Renzenberger,
13 Renzenberger’s Counsel, the Class Representative, Class Members, Plaintiff’s
14 Counsel or the Settlement Administrator based on distributions and payments made
15 in accordance with this Agreement; and

16 (e) The maximum amount Renzenberger can be required to pay
17 under this Settlement for any purpose is the amount of the Gross Settlement Fund.

18 **16. No Injunctive Relief.** As part of this Settlement, Renzenberger
19 shall not be required to enter into any consent decree, nor shall Renzenberger be
20 required to agree to any provision for injunctive relief, or to modify or eliminate any
21 of its personnel, compensation, or payroll practices, or adopt any new personnel,
22 compensation, or payroll practices.

23 **17. Notice/Approval of Settlement and Settlement**
24 **Implementation.** As part of this Settlement, the Parties agree to the following
25 procedures for obtaining preliminary Court approval of the Settlement, certifying a
26 Settlement Class, notifying the Class Members, obtaining final Court approval of the
27 Settlement, and processing the settlement payments:

28 (a) Preliminary Settlement Hearing. A hearing before the Court

1 to request preliminary approval of the Settlement and to request the entry of the order
2 for certification of the Class for settlement purposes only (“Preliminary Approval
3 Order” or “Order”) will be scheduled. In conjunction with this hearing, Plaintiff will
4 submit this Agreement, which sets forth the terms of this Settlement, and will include
5 proposed forms of all notices and other documents necessary to implement the
6 Settlement;

7 (b) The Parties agree to take all steps as may be reasonably
8 necessary to secure approval of this Agreement, to the extent not inconsistent with the
9 terms of this Agreement, and will not take any action adverse to each other in
10 obtaining Court approval, and, if necessary, appellate approval, of the Agreement in
11 all respects. The parties and their counsel agree to cooperate fully with one another to
12 expeditiously seek such approval;

13 (c) Simultaneous with the filing of the Stipulation of
14 Settlement and solely for purposes of this Settlement, Plaintiffs will request the Court
15 to enter the Preliminary Approval Order, preliminarily approving the proposed
16 Settlement, certifying the Class and the Class Period for settlement purposes only,
17 and setting a date for a Settlement Hearing to determine final approval of the
18 Settlement. Prior to filing, Plaintiff will provide the proposed Preliminary Approval
19 Order to Defendant for approval. The Order shall provide for notice of the Settlement
20 and related matters to be sent to Plaintiff as specified in this Agreement;

21 (d) Notice to Class Members. Notice of the Settlement shall be
22 provided to the Class Members in substantially the same form as **Exhibit 1**. The Class
23 Notice shall notify Class Members of how to participate in the settlement, exclude
24 themselves from the settlement, submit an Opt-In FLSA Form, or object to the
25 settlement and the timeframes in which to do each;

26 (e) Settlement Administrator. CPT Group, Inc., 50 Corporate
27 Park, Irvine, CA 92606, 1-800-542-0900, or such other entity upon whom the Parties
28 mutually agree, shall be retained to serve as Settlement Administrator. The Settlement

1 Administrator shall be responsible for preparing, printing, and mailing the Notice
2 **(Exhibit 1)** and FLSA Opt-In Form **(Exhibit 2)** as directed by the Court to the Class
3 Members; processing FLSA Opt-In Forms received from Settlement Class Members;
4 calculating the settlement shares under the Class Payout Fund and the FLSA Payout
5 Fund in accordance with the terms and provisions of this Agreement; resolving any
6 disputes regarding the calculation or application of the formula for determining
7 Individual Settlement Shares; keeping track of those Class Members requesting to be
8 excluded from the Settlement and providing information regarding the requests for
9 exclusion to the Defendant’s counsel; keeping track of those Class Members who
10 have returned FLSA Opt-In Forms; mailing the Individual Settlement Shares to the
11 Settlement Class Members; issuing W-2 and 1099 Forms; and performing such other
12 tasks necessary to effectuate the terms of this Agreement or as the Parties mutually
13 agree or the Court orders the Parties to perform. The Settlement Administrator shall
14 also establish and maintain a website with an agreed upon domain name, and timely
15 post thereon (i.e., when filed/available) a complete copy of the Stipulation and
16 Settlement Agreement of Class Action Claims, the Class Notice, Plaintiff’s Motion
17 for Preliminary Approval, the Preliminary Approval Order, Plaintiff’s Motion for
18 Final Approval, Plaintiff’s Motion for An Award of Attorneys’ Fees and Costs, and
19 the Final Approval Order/Final Judgment. The Notice shall be sent to each Class
20 Members’ last known address in a mailing envelope that shall include the words
21 “Renzenberger Class Settlement” as part of the return address associated with the
22 Settlement Administrator, and shall also include the following language on the
23 envelope: **“IMPORTANT LEGAL DOCUMENT – YOU MAY GET MONEY**
24 **FROM A CLASS ACTION SETTLEMENT AS EXPLAINED IN THE**
25 **ENCLOSED NOTICE”**;

26 (f) The Parties each represent they do not have any financial
27 interest in CPT Group, Inc. or otherwise have a relationship with CPT Group, Inc.
28 that could create a conflict of interest. Renzenberger shall be responsible for paying

1 all agreed Settlement Administrator's Administration Fees upon presentation of
2 invoices by the Settlement Administrator. All claims administration expenses will
3 come from the Settlement Fund;

4 (g) Renzenberger shall also be responsible for paying over to
5 the Settlement Administrator at such times as requested by the Settlement
6 Administrator those amounts necessary to enable the Settlement Administrator to pay
7 Settlement Class Members;

8 (h) The Settlement Administrator shall provide a weekly status
9 report to the Parties. As part of its weekly status report, the Settlement Administrator
10 will inform the Class Counsel and Defendant's Counsel of the number of Notices
11 mailed, the number of Notices returned as undeliverable, the number of Notices re-
12 mailed, the number of requests for exclusion received and the number of objections
13 received. The Settlement Administrator will submit to the Court, in conjunction with
14 the motion for Final Approval, a declaration providing, among other things, the
15 number of Notices it mailed to the class, the number re-mailed, the number of Notices
16 ultimately undeliverable, the number of requests for exclusion received, the number
17 of objections received, the total of its charges for services rendered, and the
18 anticipated future charges beyond the date of the Final Approval Order;

19 (i) Notice By First-Class Mail. Within thirty (30) days after
20 entry of the Preliminary Approval Order as provided in this Agreement, the
21 Settlement Administrator shall send a copy of a Notice of Pendency and Settlement
22 of Class Action and FLSA Opt-In Form to all Class Members via First Class regular
23 U.S. mail with a self-addressed stamped envelope, using the most current mailing
24 address information for Class Members as provided by Renzenberger to the
25 Settlement Administrator from Renzenberger's payroll data. Prior to mailing, the
26 Settlement Administrator will perform one search on the National Change of Address
27 Database to update or correct for any known or identifiable address changes. Any
28 Notices returned to the Settlement Administrator as non-delivered before the

1 Response Deadline specified below, shall be sent to the forwarding address that will
2 be provided. In the event there is no forwarding address, the Settlement Administrator
3 will perform a skip trace. In the event the procedures in this paragraph are followed
4 and the intended recipient of a Notice still does not receive the Notice, the intended
5 recipient shall remain a Settlement Class Member and will be bound by all terms of
6 the Settlement and any Final Judgment entered by the Court if the Settlement is
7 approved by the Court. Class Members will have forty-five (45) days in which to
8 respond to the Settlement;

9 (j) FLSA Opt-In Forms. If any Class Member submits a
10 defective FLSA Opt-In Form postmarked before the submission deadline, the
11 Settlement Administrator shall send a cure letter to such Class Member, advising
12 him/her that the form is defective and must be cured to become valid. The Settlement
13 Administrator must mail the cure letter within five (5) business days of receive a
14 defective form. The cure letter shall state that the Class Member has fifteen (15) days
15 from the date of the mailing of the cure letter or until the Response Deadline,
16 whichever date is later, to postmark a revised FLSA Opt-In Form. If a Class Member
17 responds to a cure letter by filing a second defective form, then the Settlement
18 Administrator shall have no further obligation to give notice of a need to cure. Such
19 defective forms will be considered invalid and the Class Member will be presumed to
20 have not returned an FLSA Opt-In Form. The Parties reserve the right to accept late
21 and/or otherwise deficient FLSA Opt-In Forms upon mutual agreement of Counsel.

22 All FLSA Opt-In Forms will be submitted to the Settlement
23 Administrator, who will certify jointly to Class Counsel and Defendants' Counsel
24 whether the forms were timely submitted. The Settlement Administrator shall
25 regularly report to the Parties, in written form, the substance of the work performed,
26 the basis for any denial of a form, and the total amount of forms received. The
27 Settlement Administrator will, on a weekly basis during and for a reasonable period
28 following the Response Period, provide updates to Class Counsel and Defense

1 Counsel as to the number of Class Members who submitted (i) valid opt-out requests
2 for exclusions; (ii) valid FLSA Opt-In Forms; (iii) deficient FLSA Opt-In Forms; and
3 (iv) objections. To the extent practicable, weekly updates shall set forth the number
4 of Workweeks claimed by Settlement Class Members who submitted a valid FLSA
5 Opt-In Form. To the extent practicable, the weekly updates shall also provide updated
6 data on the extent of Class Notices and FLSA Opt-In Forms that are returned
7 undeliverable and any re-mailing efforts.

8 (k) Procedure for Objecting to or Requesting Exclusion From
9 Class Action Settlement:

10 (i) Procedure for Objecting. The Notice shall
11 provide that any Class Member who wishes to object to the Settlement must submit a
12 written objection to the Court, either by mailing the objection to the clerk of the court
13 or by filing the objection in person at the courthouse, no later than forty-five (45) days
14 from the Class Mailing Date (hereinafter “Objection Deadline”). The postmark date
15 shall be deemed the exclusive means for determining if the mailing of an objection is
16 timely. Any Class Member who submits a timely objection will have a right to appear
17 at the final fairness hearing to have his or her objections heard by the Court. The
18 Notice shall state that the written objection must: (1) clearly identify the case and
19 number (*McConville v. Renzenberger, Inc.*, Case No. 17-cv-02972-FMO-JCx); (2)
20 include the objector’s full name, address, and last four digits of the objector’s social
21 security number; (3) specify the reason(s) for objecting to the terms of the proposed
22 settlement and whether the objection applies only to the individual class member, or
23 to a specific subset of class members, or to all of the class members; (4) be submitted
24 to the Court either by mailing the written objection to the Clerk of Court, United States
25 District Court for the Central District of California, 350 W. 1st St., Suite 4311, Los
26 Angeles, CA 90012-4565, or by filing the written objection in person at any location
27 of the United States District Court for the Central District of California; and (5) be
28 filed or postmarked on or before forty-five (45) days form the Class Mailing Date.

1 (ii) Procedure for Requesting Exclusion. The
2 Notice shall provide that Class Members who wish to exclude themselves from the
3 Class must submit a written statement requesting exclusion from the Class on or
4 before the Objection/Exclusion Deadline Date. The written statement should
5 demonstrate the Class Member's intent to exclude himself or herself from the
6 settlement (e.g. "I understand that I am requesting to be excluded from the Settlement
7 and that I will receive no money from the Settlement. I understand that, if I opt-out of
8 the Settlement, I may bring a separate action, but I might lose my separate action or
9 win and recover nothing or less than what I would have recovered under the
10 Settlement provisions in this case.") Such written request for exclusion must also
11 contain the name, address, telephone number, and last four digits of the Social
12 Security number of the person requesting exclusion, and the location and years of his
13 or her employment by Renzenberger; must be signed by the Class Member requesting
14 exclusion; must be returned by mail to the Settlement Administrator at a specified
15 address; and must be postmarked on or before the Objection/Exclusion Deadline Date.
16 The date of the postmark on the return mailing envelope shall be the exclusive means
17 used to determine whether a request for exclusion has been timely submitted. Any
18 Class Member who opts out of the Class will not be entitled to any recovery under the
19 Settlement and will not be bound by the Settlement or have any right to object, appeal,
20 or comment on the Settlement. Class Members who fail to submit a valid and timely
21 request for exclusion on or before the Objection/Exclusion Deadline Date shall be
22 bound by all terms of the Settlement and any Final Judgment entered in this Class
23 Action if the Settlement is approved by the Court, regardless of whether they have
24 requested exclusion from the Settlement. No later than ten (10) days after the
25 exclusion deadline, the Settlement Administrator shall provide Renzenberger's
26 Counsel with a complete list of all Class Members who have timely requested
27 exclusion from the Class. The Request for Exclusion deadline shall be forty-five (45)
28 days from the date the Notice is first mailed;

1 (l) FLSA Opt-Ins. The Notice shall provide that those Class
2 Members who wish to affirmatively consent to join the FLSA collective must execute
3 and return to the Settlement Administrator the enclosed FLSA Opt-In Form
4 postmarked no later than forty-five (45) days from the Class Mailing Date (hereafter
5 “FLSA Opt-In Deadline”). The postmark date shall be deemed the exclusive means
6 for determining if the FLSA Opt-In is timely. The Settlement Administrator shall
7 provide counsel for the Parties with complete copies of all FLSA Opt-Ins received,
8 including the postmark dates for each FLSA Opt-In, within two business days of
9 receipt. Plaintiff’s counsel shall file the FLSA Opt-Ins with the motion for final
10 approval. The Notice shall advise Class Members that by executing and returning the
11 FLSA Opt-In, they are consenting to join the FLSA collective and release all FLSA
12 claims that were asserted in or, based on the facts alleged, could have been asserted
13 in this Class Action.

14 (m) No Solicitation of Settlement Objections or Exclusions. The
15 Parties agree to use their best efforts to carry out the terms of this Settlement. At no
16 time shall any of the Parties or their counsel seek to solicit or otherwise encourage
17 Class Members to submit written objections to the Settlement or requests for
18 exclusion from the Settlement Class, or appeal from the Court’s Final Judgment; and

19 (n) Option to Terminate Settlement. If, after the
20 Objection/Exclusion Deadline Date and before the Settlement Hearing referenced
21 below, persons who otherwise would be members of the Class have filed with the
22 court timely requests for exclusion from the Class in accordance with Paragraph 17(j)
23 above, and such persons total in number greater than 10% of all Class Members,
24 Renzenberger shall have, in its sole discretion, the option to terminate this Settlement,
25 whereupon this Agreement will be null and void for all purposes and may not be used
26 or introduced in further litigation. Provided, however, that Renzenberger may only
27 exercise such termination within ten (10) business days of the Objection/Exclusion
28 Deadline Date, by providing written notice to Class Counsel.

1 **18. Final Settlement Approval Hearing and Entry of Final**
2 **Judgment.** Upon expiration of the Objection/Exclusion Deadline Date, with the
3 Court’s permission, a Settlement Hearing shall be conducted to determine final
4 approval of the Settlement along with the amount properly payable for: (i) attorneys’
5 fees and costs; (ii) Class Representative’s Incentive Award/General Release Payment;
6 and (iii) cost of administration. Upon final approval of the Settlement by the Court at
7 or after the Settlement Hearing, the Parties shall present a Final Judgment (“Final
8 Judgment”) to the Court for its approval. Prior to filing, Plaintiff will provide the
9 proposed Final Approval Order and Final Judgment to Defendant for approval. After
10 entry of the Final Judgment, the Court shall have continuing jurisdiction with respect
11 to the interpretation, implementation, and enforcement of the terms of this Agreement
12 and all orders and judgments entered in connection with this Agreement, and the
13 parties and their counsel submit to the jurisdiction of the Court for purposes of
14 interpreting, implementing, and enforcing the settlement embodied in this Agreement,
15 and all orders and judgments entered in connection with this Agreement.

16 In the event: (i) more than 10% of the Class Members submit valid opt-out
17 requests per Paragraph 17(j) and Renzenberger elects to void this Agreement; (ii) the
18 Court does not enter the Order specified in this Agreement; (iii) the Court does not
19 finally approve the Settlement as provided in this Agreement; (iv) the Court does not
20 enter a Final Judgment as provided in this Agreement which becomes final as a result
21 of the occurrence of the Effective Date; or (v) the Settlement does not become final
22 for any other reason, this Settlement Agreement shall be null and void and any order
23 or judgment entered by the Court in furtherance of this Settlement shall be treated as
24 void. In such a case, the Parties and any funds to be awarded under this Settlement
25 shall be returned to their respective statuses as of the date and time immediately prior
26 to the execution of this Agreement, and the Parties shall proceed in all respects as if
27 this Settlement Agreement had not been executed, except that any fees already
28 incurred by the Settlement Administrator shall be paid for by Renzenberger and shall

1 not be repaid to Renzenberger.

2 In the event an appeal is filed from the Court's Final Judgment, or any other
3 appellate review is sought prior to the Effective Date, administration of the Settlement
4 shall be stayed pending final resolution of the appeal or other appellate review.

5 (a) Procedure for Payment of Settlement Awards. Except for
6 Class Members who submit valid and timely requests for exclusion as provided in this
7 Agreement, all Settlement Class Members will receive a Settlement Award from the
8 Class Payout Fund, distributed by the Settlement Administrator. Those Settlement
9 Class Members who affirmatively consent to join the FLSA collective by executing
10 and returning the FLSA Opt-In Form will receive a Settlement Award from the FLSA
11 Payout Fund, distributed by the Settlement Administrator.

12 (b) Settlement Awards for Settlement Class Members shall be
13 paid pursuant to the settlement formula set forth in this Agreement within fourteen
14 (14) days after the Effective Date. Plaintiff's Counsel's, Renzenberger's, Counsel's
15 and the Settlement Administrator's determination of eligibility for, and the amounts
16 of, any Settlement Awards under the terms of this Agreement, shall be conclusive,
17 final and binding on all Parties, including all Settlement Class Members. Any checks
18 paid to Settlement Class Members shall remain valid and negotiable for one hundred
19 eighty (180) days from the date of their issuance and may thereafter automatically be
20 canceled if not cashed by a Settlement Class Member within that time, at which time
21 the Settlement Class Member's claim will be deemed void and of no further force and
22 effect. The proceeds from any uncashed checks will be sent to the State of California's
23 Controller's Office of Unclaimed Property after the expiration of the 180-day period
24 and stop-payment orders shall issue regarding the uncashed checks. The checks will
25 be deposited in the Settlement Class Members' name so that they may claim the funds
26 at a future date. Administration of the Settlement shall be completed on or before the
27 date two hundred and ten (210) days after the Effective Date. Upon completion of the
28 administration of the Settlement, the Settlement Administrator shall provide written

1 certification of such completion to the Court and counsel for all Parties, as provided
2 in this Agreement.

3 (c) Administration Costs. All of Renzenberger's own legal
4 fees, costs, and expenses incurred in this Action shall be borne by Renzenberger. The
5 Parties agree to cooperate in the Settlement administration process and to make all
6 reasonable efforts to control and minimize the costs and expenses incurred in
7 administration of the Settlement.

8 **19. No Impact on Employee Benefits**. The Settlement Awards paid
9 to the Class Representative or other Settlement Class Members shall be deemed not
10 to be pensionable earnings and shall not have any effect on the eligibility for, or the
11 calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement
12 plans, etc.) of the respective Class Representative or Settlement Class Members. The
13 Parties agree that any Settlement Awards to Class Representative or other Settlement
14 Class Members under the terms of this Agreement do not represent any modification
15 of their previously credited hours of service or other eligibility criteria under any
16 employee pension benefit plan or employee welfare benefit plan sponsored by
17 Renzenberger. Further, any Settlement Awards or Incentive Award shall not be
18 considered "compensation" in any year for purposes of determining eligibility for, or
19 benefit accrual within, an employee pension benefit plan or employee welfare benefit
20 plan sponsored by Renzenberger.

21 **20. Taxation**. The Class Representative and Settlement Class
22 Members represent and warrant that they understand that it is their sole obligation to
23 pay appropriate federal, state, and local income taxes, if any, on any amounts they
24 receive under this Agreement that lawfully qualify as taxable income.

25 Neither the Parties nor their respective counsel provide or purport to provide
26 any tax advice to the Class Representative or Settlement Class Members in connection
27 with this Agreement or otherwise. The Parties agree they shall not rely upon any terms
28 of this Agreement for the purpose of determining or avoiding federal, state, or local

1 tax obligations.

2 To the extent any tax returns must be filed, the Settlement Administrator shall
3 also cause to be timely and properly filed all informational and other tax returns, if
4 any, necessary with respect to the Settlement Fund. Such returns shall be consistent
5 with this paragraph. The Parties do not believe that the Settlement Fund will generate
6 any taxable income, as no segregated Settlement Fund will be created. However, if
7 any taxable income is generated by the Settlement Fund, in all events the tax returns
8 filed shall reflect that all taxes payable on the taxable income of the Settlement Fund,
9 if any, shall be paid by Renzenberger. Any expenses consisting of the expenses and
10 costs incurred in connection with the operation and implementation of this paragraph
11 (including, without limitation, reasonable expenses of tax attorneys, accountants or
12 other designees retained by Renzenberger and/or the Settlement Administrator as
13 required for the preparation and filing of tax returns described in this paragraph) shall
14 be treated as, and considered to be, a cost of administration of the Settlement and paid
15 by Renzenberger.

16 **21. Circular 230 Disclaimer.** EACH PARTY TO THIS
17 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE
18 “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
19 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
20 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
23 ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
24 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR
25 BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED
26 STATES TREASURY DEPARTMENT CIRCULAR 230 (31 C.F.R. PART 10, AS
27 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
28 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND

1 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
2 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
3 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY, OR ANY
4 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
5 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY
6 ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
7 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING
8 PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS
9 IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
10 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS
11 OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
12 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
13 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
14 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

15 **22. Privacy of Documents and Information.** The Class
16 Representative and her counsel agree that none of the documents and information
17 provided to them by Renzenberger shall be used for any purpose other than
18 prosecution of this Class Action. Renzenberger agrees that the identities of those Class
19 Members who submit Claim Forms will only be disclosed to legal/executive level
20 personnel, human resources personnel, finance personnel and independent auditors
21 on a "need to know" basis, and in no event will be disclosed to the direct supervisor
22 of any Class Member.

23 **23. Publicity.** The Parties agree that, prior to Preliminary Approval of
24 the Settlement, the terms of this Settlement will be kept confidential.

25 From and after Preliminary Approval of the Settlement, Class Counsel and
26 Named Plaintiff may only comment regarding the specific terms of this Agreement:
27 (1) as required by law; or (2) as required under the terms of this Agreement. In all
28 other cases, Class Counsel and Named Plaintiff agree to not publicize this Settlement

1 in any way. Neither Named Plaintiff nor Class Counsel shall hold any press
2 conference, make any press release, make statements to the press, publish the
3 settlement on the internet or social media, or in any way affirmatively publicize any
4 information related in any way to the Settlement. The Parties agree that damages
5 from violation of this provision are significant, and impossible to calculate. They
6 therefore agree that any violation of this provision shall subject the Plaintiff and/or
7 his Counsel to liquidated damages in the amount of 10,000.00 for each such breach.

8 **24. No Admission By the Parties.** Renzenberger and the Released
9 Parties deny any and all claims alleged in this Class Action and deny all wrongdoing
10 whatsoever. This Agreement is not a concession or admission, and shall not be used
11 against Renzenberger or any of the Released Parties as an admission or indication
12 with respect to any claim of any fault, concession, or omission by Renzenberger or
13 any of the Released Parties. Whether the Settlement is finally approved, neither the
14 Settlement, nor any document, statement, proceeding or conduct related to this
15 Agreement, nor any reports or accounts of this Agreement, shall in any event be:

16 (a) construed as, offered, or admitted in evidence as, received
17 as, or deemed to be evidence for any purpose adverse to the Released Parties,
18 including, but not limited to, evidence of a presumption, concession, indication, or
19 admission by any of the Released Parties of any liability, fault, wrongdoing, omission,
20 concession, or damage; or

21 (b) disclosed, referred to, or offered or received in evidence
22 against any of the Released Parties, in any further proceeding in the Class Action, or
23 any other civil, criminal, or administrative action or proceeding except for purposes
24 of settling this Class Action pursuant to this Agreement.

25 **25. Exhibits and Headings.** The terms of this Agreement include the
26 terms set forth in any attached Exhibits, which are incorporated by this reference as
27 though fully set forth in this Agreement. Any Exhibits to this Agreement are an
28 integral part of the Settlement. The descriptive headings of any paragraphs or sections

1 of this Agreement are inserted for convenience of reference only and do not constitute
2 a part of this Agreement.

3 **26. Interim Stay of Proceedings.** The Parties agree to hold in
4 abeyance all proceedings in the Class Action, except such proceedings necessary to
5 implement and complete the Settlement, pending the Settlement Hearing to be
6 conducted by the Court.

7
8 **27. No Retaliation.** Renzenberger will not take any retaliatory action
9 against any Class Member who participated in the Settlement.

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

13 **29. Entire Agreement.** This Agreement and any attached Exhibits
14 constitute the entire agreement among these Parties, and no oral or written
15 representations, warranties or inducements have been made to any Party concerning
16 this Agreement or its Exhibits other than the representations, warranties, and
17 covenants contained and memorialized in such documents.

18 **30. Authorization to Enter Into Settlement Agreement.** Counsel
19 for all Parties warrant and represent they are expressly authorized by the Parties whom
20 they represent to negotiate this Agreement and to take all appropriate action required
21 or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
22 terms, and to execute any other documents required to effectuate the terms of this
23 Agreement. The Parties and their counsel will cooperate with each other and use their
24 best efforts to effect the implementation of the Settlement. In the event the Parties are
25 unable to reach agreement on the form or content of any document needed to
26 implement the Settlement, or on any supplemental provisions that may become
27 necessary to effectuate the terms of this Settlement, the Parties may seek the
28 assistance of first the mediator in this matter, and then, if necessary, the Court to

1 resolve such disagreement. The person signing this Agreement on behalf of
2 Renzenberger represents and warrants that he or she is authorized to sign this
3 Agreement on behalf of Renzenberger.

4 **31. Binding on Successors and Assigns.** This Agreement shall be
5 binding upon, and inure to the benefit of, the successors or assigns of the Parties, as
6 previously defined. Renzenberger may assign this Agreement and delegate all of its
7 duties under this Agreement to any successor or assign including without limitation
8 any person or entity acquiring more than fifty percent of its Renzenberger's
9 outstanding ownership interests, all or substantially all of its material business assets,
10 or all or substantially all of the material business assets of any business unit or
11 division, effective immediately upon written notice to the Class Representative and
12 her attorneys. Renzenberger may assign this Agreement without the consent of the
13 Class Representative or her attorneys. Upon such an assignment, this Agreement will
14 be binding upon and will inure to the benefit of such assignee.

15 **32. California Law Governs.** All terms of this Agreement and the
16 Exhibits shall be governed by and interpreted according to the laws of the State of
17 California and the procedures of the Court.

18 **33. This Settlement is Fair, Adequate, and Reasonable.** The Parties
19 believe this Settlement is a fair, adequate, and reasonable settlement of this Class
20 Action and have arrived at this Settlement in arms-length negotiations, taking into
21 account all relevant factors, present and potential. This Settlement was reached after
22 extensive negotiations.

23 **34. Cooperation and Drafting.** Each of the Parties has cooperated in
24 the drafting and preparation of this Agreement. Hence, in any construction made to
25 this Agreement, the same shall not be construed against any of the Parties.

26 **35. Invalidity of Any Provision.** Before declaring any provision of
27 this Agreement invalid, the Court shall first attempt to construe the provisions valid
28 to the fullest extent possible consistent with applicable precedents so as to define all

1 provisions of this Agreement valid and enforceable. The provisions of this Agreement
2 are severable. To the extent any provision is deemed unlawful, to the extent possible,
3 such provision shall be severed and the remainder of the Agreement shall remain valid
4 and enforceable.

5 **36. Defense.** To the extent permitted by law, this Agreement may be
6 pleaded as a full and complete defense to, and may be used as the basis for an
7 injunction against, any action, suit, or other proceedings that may be instituted,
8 prosecuted, or attempted with respect to the Released Claims in breach of or contrary
9 to this Settlement.

10 **37. Named Plaintiff General Release Remains Effective.** Named
11 Plaintiff agrees to sign this Agreement, and by signing this Agreement is bound by
12 the terms of this Agreement upon final approval, including without limitation the
13 release set forth in Paragraphs 3 and 5. Named Plaintiff shall retain her rights as a
14 Class Members under this Agreement, but understands that should she opt out of the
15 Settlement, she shall waive her right to any recovery, although her General Release
16 of All Claims will remain in effect.

17 **38. Enforcement.** The Parties agree this Agreement shall be
18 enforceable by the Court, and the Court shall retain exclusive and continuing
19 jurisdiction of this Class Action over all Parties and Class Members to interpret and
20 enforce the terms, conditions, and obligations of the Settlement. The Class
21 Representative, Class Members, and Renzenberger hereby submit to the personal and
22 exclusive jurisdiction of the Court for purposes of interpreting, implementing and
23 enforcing the Settlement embodied in this Agreement and all orders and judgments
24 entered in connection therewith. The prevailing party in any action or proceeding to
25 enforce this Agreement or otherwise concerning the terms of the settlement of the
26 Class Action shall be awarded his, her, or its costs and attorneys' fees.

27
28

[signatures on next page]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: September 11, 2019

CLASS REPRESENTATIVE:

By: K. McConville
Kristina McConville

Dated: September 12, 2019

NAMED DEFENDANT:

RENZENBERGER, INC.

By: Michael Springer
Name: Michael Springer
Title: Chief People Officer

APPROVED AS TO FORM:

Dated: September 11, 2019

MARA LAW FIRM, PC

By: David Mara, Esq.
David Mara, Esq.
Jamie Serb, Esq.
Attorneys for Plaintiff Kristina McConville on behalf of herself, the proposed class(es), all others similarly situated, and on behalf of the general public

Dated: September 12, 2019

SOLOMON WARD SEIDENWURM & SMITH
LLP

By: William V. Whelan
William V. Whelan, Esq.
Attorneys for Defendant Renzenberger, Inc.

LIST OF EXHIBITS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Class Notice
2. FLSA Opt-In Form

EXHIBIT 1

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION
Kristina McConville v. Renzenberger, Inc.
Case No. 2:17-cv-02972-FMO-JC

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*The United States District Court, Central District of California has authorized this notice.
This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All persons who are or have been employed by Renzenberger, Inc. as Drivers in the State of California at any time from April 14, 2012, through [date of Preliminary Approval].

The United States District Court, Central District of California has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All persons who are or have been employed by Renzenberger, Inc. as Drivers in the State of California at any time from April 14, 2012, to [date of Preliminary Approval] (“Class Period”).

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About?	Page 2
3. Am I a Class Member?	Page 3
4. How Does This Class Action Settlement Work?.....	Page 3
5. Who Are the Attorneys Representing the Parties?	Page 3
6. What Are My Options?.....	Page 4
7. How Do I Opt Out or Exclude Myself From This Settlement?.....	Page 4
8. How Do I Object to the Settlement?	Page 5
9. How Does This Settlement Affect My Rights?	Page 5
10. How Much Can I Expect to Receive From This Settlement?.....	Page 8
11. How Will the Attorneys for the Class and the Class Representatives Be Paid?.....	Page 9

1. Why Have I Received This Notice?

You are receiving this notice because Renzenberger's records indicate that you may be a Class Member. Class Members are individuals who worked for Renzenberger as drivers in California at any time from April 14, 2012, to [the date of Preliminary Approval]. The Settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from April 14, 2012, to [the date of Preliminary Approval].

The Court in charge of this case is the United States District Court for the Central District of California. The case is known as *McConville v. Renzenberger, Inc.*, Case No. 2:17-cv-02972-FMO-JC (referred to in this notice as the "Action" or "Lawsuit"), and is assigned to the Honorable Fernando M. Olguin, United States District Judge.

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the United States District Court, Central District of California, Western Division, in front of the Honorable Fernando M. Olguin. As a result of this hearing, the Court entered an order granting preliminary approval of the proposed settlement, conditionally certified the Class for settlement purposes only, and directed that you receive this Notice because you have a right to know about the proposed settlement, about all of your options, before the Court decides whether to grant final approval of the proposed settlement

The Court will hold a Final Approval Hearing where it will decide whether to grant final approval of the proposed settlement on [the date of final approval hearing], 2019 at [time a.m./p.m.], before Judge Fernando M. Olguin, located at 350 West First Street, 6th Floor, Los Angeles, CA 90012 in Courtroom 6D.

2. What Is This Case About?

The action was filed by Plaintiff Kristina McConville in the Superior Court of Sacramento County, Case No. 34-2016-00193086, on April 14, 2016. The case was removed to the United States District Court, Eastern District, then subsequently transferred to the United States District Court, Central District, Western Division and assigned Case No. 2:17-cv-02972-FMO-JC.

The complaint alleges causes of action on behalf of Plaintiff Kristina McConville and all persons who are or have been employed by Renzenberger, Inc. as drivers in the State of California at any time from April 14, 2012, to [date of Preliminary Approval]. The complaint was filed against Renzenberger for Renzenberger's alleged failure to provide meal and rest periods, failure to pay all wages worked at the straight and overtime rates, failure to properly itemize wage statements, failure to pay for all wages owed at the time of termination, and violations of unfair competition law. The complaint was amended on June 4, 2019, adding a cause of action for penalties under the Private Attorneys' General Act ("PAGA") based upon the same alleged unlawful conduct just described. The claims for Renzenberger's alleged failure to provide meal and rest periods, failure to pay all wages worked at the straight and overtime rates, failure to properly itemize wage statements, failure to pay for all wages owed at the time of termination, violations of unfair competition law, and PAGA are referred to herein as the "Released Class Claims." On September 3, 2019, the complaint was again amended adding a cause of action pursuant to the federal Fair Labor Standards Act ("FLSA") for Renzenberger's alleged failure to pay all overtime wages. The claims alleged under the FLSA are referred to herein as the "Released Federal Law Claims."

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Renzenberger; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial. Renzenberger expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member?*

You are a Class Member if you are or were employed by Renzenberger, Inc. as a Driver in California at any time from April 14, 2012, to [date of Preliminary Approval].

4. *How Does This Class Action Settlement Work?*

In this Action, Plaintiff Kristina McConville sued on behalf of herself and all other drivers who were employed by Renzenberger in California at any time during the Class Period. Plaintiff Kristina McConville and these other current and former drivers comprise a “Class” and are “Class Members.” The settlement of this Action resolves the claims of Class Members. Class Members are set to receive two settlement checks under this settlement. Class Members who do not exclude themselves from the Class by requesting to be excluded in the manner set forth below will release their Released Class Claims and will receive a settlement check for this release. The settlement of this Action also resolves claims under the FLSA for Class Members who submit valid and timely FLSA Opt-In Forms (this form is included with this mailing) in the manner set forth below. Class Members who submit a valid and timely FLSA Opt-In Form will release their Released Federal Law Claims and receive a second settlement check for this release. Class Members who do not request to be excluded from the settlement and who send in a valid and timely FLSA Opt-In Form will receive two settlement checks and will release all of the Released Claims outlined below. Class Members who do not want to be included in any part of this settlement must request to be excluded.

Plaintiff Kristina McConville and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge. You may also review the documents online for free at [INSERT WEBSITE ADDRESS].

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class

Attorneys for Renzenberger, Inc.

<p>MARA LAW FIRM, PC David Mara Jamie Serb Tony Roberts 2650 Camino Del Rio North, Suite 205 San Diego, CA 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048</p>	<p>SOLOMON WARD SEIDENWURM & SMITH, LLP William Whelan Leah Strickland Mei-Ying M. Imanaka 401 B Street, Suite 1200, San Diego, CA 92101 Telephone: (619) 231-0303 Facsimile: (619) 231-4755</p>
--	---

The Court has decided that Mara Law Firm, PC, are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Renzenberger will not retaliate against you in any way for either participating or not participating in this Settlement.

- **FLSA OPT-IN:** If you return a timely and valid FLSA Opt-In Form, you will receive two settlement checks. These checks represent your share of the FLSA Payout Fund and your share of the Class Payout Fund. This option will provide you with the full settlement payment due to you under this Settlement. You will also release all of the Released Claims outlined in Section No. 9 below.
- **DO NOTHING:** If you do nothing, you will receive one settlement check. This represents your share of the Class Payout Fund, but you will not receive any portion of the FLSA Payout Fund. In exchange for receiving payment from the Class Payout Fund, you are releasing your Released Class Claims, against the Released Parties, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive a settlement payment from either the Class Payout Fund or the FLSA Payout Fund and you will not give up the right to sue the Released Parties, including Renzenberger, Inc., for any the Released Claims as defined in Section No. 9 below.

- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written statement requesting exclusion from the settlement to the Settlement Administrator at CPT Group, Inc. 16630 Aston Street, Irvine, CA 92606.

The written request for exclusion must: (a) state your name, address, telephone number, and last four digits of your social security number, location and years of your employment by Renzenberger; (b) a statement of your intention to exclude yourself from or opt-out of the Settlement (e.g. “I understand that I am requesting to be excluded from the Settlement and that I will receive no money from the Settlement. I understand that, if I opt-out of the Settlement, I may bring a separate action, but I might lose my separate action or win and recover nothing or less than what I would have recovered under the Settlement provisions in this case’); (c) be addressed to the Settlement Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than **[the Response Deadline]**.

The Final Judgment entered following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (Settlement Class Members).

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by filing a written Objection with the Court. An objection must be submitted to the Court either by mailing the written objection to the Clerk of Court, United States District Court for the Central District of California, 350 W. 1st St., Suite 4311, Los Angeles, CA 90012-4565, or by filing the written objection in person at any location of the United States District Court for the Central District of California. The Objection must be filed with the Clerk of this Court or postmarked on or before **[the Response Deadline]**.

The Objection must state: (1) clearly identify the case and number (*McConville v. Renzenberger, Inc.*, Case No. 17-cv-02972-FMO-JCx); (2) include your full name, address, and last four digits of your social security number; and (3) specify the reason(s) for objecting to the terms of the proposed settlement and whether the objection applies only to yourself, or to a specific subset of Class Members, or to all of the Class Members.

Any Class Member may make oral objections at the Final Approval Hearing. Class Members may appear at the Final Approval Hearing in order to have their objections or views regarding the Settlement heard by the Court.

Settlement Class members who fail to object shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

If the Court rejects the Objection, the Class Member will receive a Settlement payment and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

Release of Class Claims

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Renzenberger, Inc. and its assignees, and each of their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents ("**Released Parties**") from the Released Class Claims.

The "**Released Class Claims**" are defined as follows: Class Members who do not opt out of the settlement will release all claims, other than claims under the federal Fair Labor Standards Act, that were or could have been pled based on the factual allegations in the operative complaint, including without limitation, those having all of the characteristics below:

- (a) all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever that arose from April 14, 2012 through [Preliminary Approval Date];
- (b) whether in tort, contract, or for violation of any state constitution, statute, rule or regulation, including state wage and hour laws;
- (c) whether for economic damages, non-economic damages, restitution, premium pay, penalties or liquidated damages;
- (d) arising out of, relating to, or in connection with:
 - (1) any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are or could be the basis of claims: (a) that Renzenberger failed to pay all straight time wages; (b) that Renzenberger failed to pay all overtime pay; (c) that Renzenberger failed to provide Plaintiffs with meal periods and/or rest breaks, or failed to compensate Plaintiffs for all hours worked in connection with meal periods and/or rest breaks, in accordance with California law, including any claims for waiting time penalties, premium pay, or inaccurate wage statements based on the factual allegations pled in the Class Action; (d) that Renzenberger failed to compensate plaintiffs for all hours worked, including any claims for waiting time penalties, or inaccurate wage statements based on the factual allegations contained in the Class Action; (e) that Renzenberger failed to compensate plaintiffs for all wages due upon termination in a timely fashion; (f) that Renzenberger failed to provide the paystubs required by California law; (g) that Renzenberger failed to comply with any California state wage and hour laws, based on the factual allegations contained in the Class Action; including any claims for waiting time penalties, premium pay, or inaccurate wage statements based on the factual allegations contained in the Class Action; (h) that Renzenberger failed to keep any and all records required by California law based on the factual allegations contained in the Class Action; (i) that Renzenberger failed to comply with Labor Code Sections 201-203, 206, 206.5, 226, 226.7, 510, 512, California Business & Professions Code Section 17200, and/or Wage Order 1-2001 based on the factual allegations contained in the Class Action; (j) any claims brought under California Labor Code Section 2699, the "Private Attorney General Act" based on the factual allegations contained in the Class Action; or (k) that Renzenberger owes wages, premium pay, penalties, interest, attorneys' fees or other damages of any kind based on a failure to comply with these state wage and hour laws and record keeping laws based on the factual allegations contained in the Class Action, at any times on or before the last day of the Class Period (whether based on California state wage and hour law, contract, or otherwise);
 - (e) the causes of action asserted in the Class Action, including any and all claims for alleged failure to provide meal periods and/or rest breaks, or alleged failure to pay all wages and/or premium pay

on termination of employment, or alleged failure to provide accurate wage statements, or for waiting time penalties or for premium pay and, as related to the foregoing, for alleged unlawful, unfair and/or fraudulent business practices under California Business and Professions Code § 17200, et seq.;

(f) any other claims based on any factual allegations pled in this Class Action; and/or This Release is based on the factual and legal claims asserted in Plaintiff's operative complaint and only applies to those persons identified by the Released Parties as being a member of the Class in connection with the administration of this proposed settlement. Any person *not* identified by the Released Parties as being a member of the Class shall not and will not be affected by this Release. Further, this Release does not apply to any claim that as a matter of law cannot be released, including but not limited to claims for indemnification pursuant to California Labor Code section 2802, unemployment insurance benefits, and workers' compensation claims.

The Class Members may later discover facts in addition to or different from those alleged in the operative complaint with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, whether contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

Release of Federal Law Claims

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who submit a valid and timely FLSA Opt-In Form will be bound by the Court's Final Judgment and will fully release and discharge Renzenberger, Inc. and its assignees, and each of their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents ("**Released Parties**") from the Released Federal Law Claims (defined below).

"**Released Federal Law Claims**" include all claims that were or could have been pled based on the factual allegations in the operative complaint, including without limitation:

(1) any and all applicable federal law claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted; and

(2) whether in tort, contract, or for violation of any federal constitution, statute, rule or regulation, including federal wage and hour laws, whether for economic damages, non-economic damages, restitution, penalties or liquidated damages, arising out of, relating to, or in connection with:

(i) all federal law causes of action alleged in or that could have been alleged in the operative complaint based upon the facts pleaded in the operative complaint under any theory of law, including but not limited to: failure to pay wages, including straight time and overtime wages under the FLSA; failure to provide rest periods; failure to timely pay wages owed; and/or

(ii) any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, alleged in or that could have been alleged in the operative complaint, based upon the facts pleaded in the operative complaint under any theory of law, which are or could be the basis of claims related to Renzenberger's alleged failure to failure to pay wages, including straight time and overtime under the FLSA; failure to provide rest periods; failure to timely pay wages owed; or other damages

of any kind based on a failure to comply with any federal wage and hour laws, at any time during the Class Period (whether based on federal wage and hour law, contract, or otherwise).

The Settlement Class Members may hereafter discover facts in addition to or different from those alleged in the operative complaint with respect to the subject matter of the Released Federal Law Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released Federal Law Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

The Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties that is related to the Released Federal Law Claims.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Renzenberger could be required to pay under this Agreement shall be up to but no more than \$2,450,000.00 (“Gross Settlement Fund”).

The “Net Settlement Fund” means the portion of the Gross Settlement Fund available for distribution to Settlement Class Members after the deduction of: (1) the Incentive/General Release Payment to Plaintiff Kristina McConville, in an amount up to \$10,000, for providing a general release of all claims – which is a broader release than Class Members are providing to Renzenberger; (2) the Settlement Administration Costs to the Settlement Administrator, in an amount estimated not to exceed \$35,000; (3) a payment of \$75,000 (75% of \$100,000 allocated to PAGA claims) to the California Labor Workforce Development Agency (“LWDA”); (4) payment to Class Counsel for attorneys’ fees in an amount not to exceed \$815,850; and (5) payment to Class Counsel in an amount not to exceed \$40,000 for litigation costs. All of these payments are subject to court approval. Additionally, Renzenberger’s portion of payroll taxes and the employee-side taxes on the portion of the Settlement payments earmarked as wages will be paid out of the Net Settlement Fund.

After deducting the above-referenced items, the remaining Net Settlement Fund will be divided into two Payout Funds: (1) the Class Payout Fund and (2) the FLSA Payout Fund. **All Settlement Class Members (i.e. Class Members who have not opted out of the Settlement) will automatically be paid an individual settlement share out of the Class Payout Fund. Only those Settlement Class Members who return a valid and timely FLSA Opt-In Form will also receive an individual settlement payment from the FLSA Payout Fund.**

90% of the Net Settlement Fund will be allocated to the Class Payout Fund. The remaining 10% of the Net Settlement Fund will be allocated to the FLSA Payout Fund.

The value of each Class Member’s settlement payment ties directly to the amount of weeks that he or she worked. The Settlement Administrator will calculate the individual settlement payments for Settlement Class Members. Individual settlement payments will be distributed based on the number of weeks each Class Member worked as a Driver during the Class Period. The number of workweeks for each Class Member will be determined by adding

all the calendar days within the inclusive dates of employment and dividing that number by seven. Any partial workweek will be rounded up to the nearest full workweek. This shall be considered each Class Member's "Workweek Figure." Class Members' individual settlement payments from the Class Payout Fund will be calculated by dividing the Class Payout Fund by the total of all Class Members' Workweek Figures to arrive at a Per-Workweek Amount, then multiplying each Class Member's Workweek Figure by the Per-Workweek Amount. All Settlement Class Members will automatically receive an Individual Settlement Share from the Class Payout Fund of his or her Workweek Figure multiplied by the calculated Per-Workweek Amount.

Similarly, Class Members' individual settlement payments from the FLSA Payout Fund will also be calculated by dividing the FLSA Payout Fund by the total of all Class Members' Workweek Figures to arrive at a Per-Workweek Amount, then multiplying each Class Member's Workweek Figure by the Per-Workweek Amount. Only those Class Members who return a timely and valid FLSA Opt-In Form will receive an individual settlement payment from the FLSA Payout Fund. Any portion of the FLSA Payout Fund that is unclaimed by Settlement Class Members shall become distributable on a pro-rata basis to those Settlement Class Members who returned timely, valid FLSA Opt-In Forms.

Each Class Member's settlement payment will be apportioned as follows: 33.3% wages, 66.6% interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

Although your exact share of the Net Settlement Fund cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Class Payout Fund, is as follows: \$ [redacted], less taxes. Your approximate share of the FLSA Payout Fund is as follows: \$ [redacted], less taxes. This is based on Renzenberger's records which show you worked [redacted] workweeks during the Class Period.

If you believe the number of eligible Workweeks are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at **CPT Group, Inc. 16630 Aston Street, Irvine, CA 92606** on or before **[the Response Deadline]**.

The "Effective Date" of this Settlement will be the date of the Court's Order finally approving the Settlement, if there are no objections to the Settlement; or, if an objection is asserted by a Class Member, (1) the date affirmance of an appeal of the Judgment becomes final or the expiration of the time for filing a petition for review or certiorari of or as to the Final Judgment or of any Court of Appeals' decision relating to the Final Judgment and, if review is granted, the date of final affirmance of the Final Judgment following review pursuant to that grant; (2) the date of final dismissal of any writ of certiorari as to or appeal from the Judgment or the final dismissal of any proceeding on review of any Court of Appeals' decision relating to the Judgment; or (3) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Judgment..

It is strongly recommended that upon receipt of your settlement payment checks, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will pay the amount of the Individual Settlement Share to the California's Controller's Office and into the Unclaimed Property Fund in accordance with California Unclaimed Property Law so that the Settlement Class Member will have his or her Settlement payments available to him or her per the applicable claim procedure to request that money from the State of California.

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Fund. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed \$815,850 for attorney fees and up to \$40,000 for litigation costs.

As set forth in Section No. 10 above, the Plaintiff will also be paid a Class Representative Incentive/General Release Payment, subject to Court approval, in an amount not to exceed \$10,000.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Renzenberger Class Settlement. For more information, you can visit the Renzenberger Class Action website, located at www._____.com. This website contains links to important documents in this case, including this Notice, the Settlement Agreement, and any motions for approval and attorneys' fees filed in this Action.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at United States District Court, Central District of California, Western Division, 350 West First Street, 6th Floor, Los Angeles, California 90012. To electronically access the Court's docket and view any documents filed in this Action, you can visit www.pacer.com. To view the Court's docket on the PACER website, you will need to search for the Action by Party name (i.e. Kristina McConville and/or Renzenberger) or search by case number (17-cv-02972).

You may also contact Class Counsel, whose contact information is above in Section 5, and they will provide you with a copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT 2

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA
Roderick Wright, et al v. Renzenberger, Inc.; Case No. 13-cv-06642 (“Wright”)
Kristina McConville v. Renzenberger, Inc.; Case No. 17-cv-02972 (“McConville”)

FLSA OPT-IN FORM AND RELEASE OF CLAIMS

You are receiving this form because you are a class member in one or both of the cases listed above. You must return this form by [DATE] to receive your share of the FLSA settlements reached in the *Wright* and *McConville* cases.

Instructions: Please complete this FLSA Opt-In Form and Release of Claims if you would like to claim your share of the settlement monies allocated to claims under the federal Fair Labor Standards Act (“FLSA”) in the *Wright* and *McConville* cases.

To assist you in getting your claim form postmarked by [DATE], a pre-printed, postage paid return envelope has been enclosed for your convenience. It is addressed to the Settlement Administrator, CPT Group, Inc. Once you have signed and dated this claim form, please place the claim form in the pre-printed, postage paid return envelope and provide it to the U.S. Postal Service.

If you have lost or misplaced the pre-printed, postage paid return envelope, you may mail your signed and dated claim form to the Settlement Administrator via first class mail at the following address:

CPT Group, Inc.
16630 Aston Street
Irvine, CA 92606

CLAIM FORM

Name/Address Changes, if any:

<<Claim Number>>

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

(____) ____ - ____

Telephone: _____(h)/ _____(cell)

Home or Cell Telephone Number

FLSA CONSENT TO JOIN / OPT-IN TO THESE CASES.

BY SUBMITTING THIS CLAIM FORM, I CONSENT TO JOIN THE COLLECTIVE IN THE FLSA PORTION OF THE *WRIGHT V. RENZENBERGER, INC.* AND/OR *MCCONVILLE V. RENZENBERGER, INC.* ACTIONS AND ELECT TO PARTICIPATE IN THE SETTLEMENT AND RELEASE OF THE FLSA CLAIMS.

RELEASE AND SIGNATURE

I understand that by consenting to join the FLSA claims in the *Wright* and *McConville* cases and participate in the FLSA settlement of these cases, I have agreed to release Renzenberger, Inc. and its assignees, and each of their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents from all FLSA claims arising from the factual allegations in the Operative Complaint from August 1, 2011 through [PRELIMINARY APPROVAL DATE].

DATE AND SIGNATURE

Dated: _____, 2019

Print Name

Signature