

1 potential liability of total exposure in relation to the costs and risks associated with continued litigation.
2 The Parties did not reach a tentative settlement at the mediation session, but the Parties agreed to
3 continue to engage in settlement discussions with the assistance of Mr. Pearl.

4 7. On November 27, 2019, Plaintiffs filed a motion to file a Third Amended Complaint to
5 reflect that Plaintiffs and the putative class has been laid off by Defendants.

6 8. After continuing settlement negotiations with the assistance of Mr. Pearl, on February 19,
7 2020, the Parties fully executed a detailed Confidential Memorandum of Understanding containing all
8 of the material terms of settlement. Discussions between counsel for the Parties, informal discovery, as
9 well as the investigation and evaluation of the allegations in the Complaint by the Parties, have permitted
10 each Party to assess the relative merits of the claims and defenses to those claims. Based on the
11 documents produced, as well as Plaintiffs' counsel's own independent investigation and evaluation, and
12 with the mediator's efforts, Plaintiffs' counsel believes that the settlement with Defendants for the
13 consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate, and is in
14 the best interest of the Class Members in light of all known facts and circumstances, including the risks
15 of significant delay and uncertainty associated with litigation and various defenses asserted by
16 Defendants.

17 9. On April 13, 2020, the parties signed a stipulation for Plaintiffs to file a Fourth Amended
18 Complaint adding a claim for failure to pay minimum wage and overtime in violation of the Fair Labor
19 Standards Act ("FLSA"), 29 U.S.C. §§ 206-207 ("Complaint" or "Fourth Amended Complaint"). On
20 May 4, 2020, Plaintiff filed a stipulation and proposed order for leave to file the Fourth Amended
21 Complaint.

22 10. Defendants deny all material allegations set forth by Plaintiffs in the Complaint and the
23 PAGA Notice, and Defendants deny that the allegations are appropriate for class or representative action
24 treatment. Defendants further contend that they have complied with all state and federal wage and hour
25 laws. Consequently, Defendants do not believe that any liability to Plaintiffs or putative class action or
26 representative action members exists, or that Plaintiffs or putative class action or representative action
27 members are entitled to any recovery. Nevertheless, in the interest of avoiding further litigation,
28 Defendants desire to fully and finally settle all actual or potential claims by Plaintiffs and putative class

1 action and representative action members.

2 11. Plaintiffs' counsel in the Action investigated Plaintiffs' allegations against Defendants,
3 including any and all applicable defenses and the applicable law. The investigation included, *inter alia*,
4 the exchange of data, information and documents concerning the claims, defenses and alleged damages
5 at issue, including Plaintiffs' personnel files and wage statements, and relevant policy documents.

6 12. This Agreement is made and entered into by and between Plaintiffs, individually and on
7 behalf of Class Members as defined herein, and Defendants, and is subject to the terms and conditions
8 hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered
9 into solely for the purpose of compromising significantly disputed claims and that nothing herein is an
10 admission of liability or wrongdoing by Defendants. If for any reason the Agreement is not approved
11 by the Court, it will be of no force or effect, and the Parties shall be returned to their original respective
12 positions.

13 **II. DEFINITIONS**

14 13. "Action" means the Complaint pending as Case No. RG19021433 in the Superior Court
15 for the State of California, County of Alameda, together with the PAGA Notice Plaintiffs submitted to
16 the LWDA. In the event the Settlement is not approved, Plaintiffs will have the option to litigate based
17 on the current Complaint or any subsequent amended complaint.

18 14. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and
19 approved by the Court for Class Counsel's litigation and resolution of this Action, and all costs incurred
20 and to be incurred by Class Counsel in the Action including, but not limited to, costs associated with
21 documenting the Settlement, securing the Court's approval of the Settlement, administering the
22 Settlement, and obtaining entry of Judgment. Class Counsel shall request attorneys' fees of up to one-
23 third of the Settlement Amount, *i.e.*, up to Three Hundred and Sixteen Thousand Six Hundred and Sixty
24 Six Dollars and Sixty Six Cents (\$316,666.66), plus the reimbursement of reasonable costs and expenses
25 associated with Class Counsel's litigation and settlement of the Action, both of which will be paid from
26 the Settlement Amount. Defendants agree not to oppose Class Counsel's fee and cost applications up
27 to the above-specified amounts. Any portion of the Attorneys' Fees and Costs not awarded to Class
28 Counsel shall be added to the Net Settlement Amount for the benefit of Participating Class Members,

1 except as follows: if Class Counsel appeal any denial of fees or costs, the un-awarded fees/costs that are
2 subject to the appeal will remain in trust until such time as the appeal is resolved, and the unchallenged
3 remainder of the Settlement (including all fees-costs actually awarded) will be distributed based upon the
4 Court's approval. To the extent the Court awards (and, if an appeal is filed, an appeal affirms) less than
5 the amount of attorneys' fees and costs requested by Class Counsel, the remaining amount will be
6 redistributed among Class Members who participate on a *pro rata* basis. Any order or proceeding relating
7 to the application by Class Counsel of an award for fees and costs shall not operate to terminate or cancel
8 this Settlement.

9 15. "Claims Administration Costs" means the costs payable from the Settlement Amount to
10 the Claims Administrator for administering this Settlement, including, but not limited to, printing,
11 distributing, and tracking documents for this Settlement, calculating estimated amounts per Participating
12 Class Member, tax reporting, distributing the appropriate settlement amounts, and providing necessary
13 reports and declarations, and other duties and responsibilities set forth herein to process this Settlement,
14 and as requested by the Parties. The Claims Administration Costs shall be paid from the Settlement
15 Amount. The Claims Administration Costs are currently estimated not to exceed \$12,000.00. To the
16 extent actual Claims Administrations Costs are greater than \$12,000.00, which the parties do not
17 anticipate, such excess amount shall be paid from the Settlement Amount.

18 16. "Claims Administrator" means RG/2 or any other third-party class action settlement
19 claims administrator agreed to by the Parties, after receiving bids from multiple possible administrators,
20 and approved by the Court for purposes of administering this settlement. The Parties each represent
21 that they do not have any financial interest in the Claims Administrator or otherwise have a relationship
22 with the Claims Administrator that could create a conflict of interest.

23 17. "Class Counsel" means Bryan Schwartz Law, who will seek to be appointed counsel for
24 the Settlement Class.

25 18. "Class List" means a complete list of all Class Members that Defendants will diligently
26 and in good faith compile from its records and provide to the Claims Administrator within ten (10)
27 business days after the Court's Preliminary Approval of this Settlement. The Class List contains
28 approximately 212 drivers and will not encompass more than 223 drivers (in total) ("Class Members"). If

1 this number increases beyond 223 drivers, then the Settlement Amount must increase *pro rata* to
2 compensate for Defendants' additional exposure. The Class List shall be formatted in a readable
3 Microsoft Office Excel spreadsheet and shall include each putative Class Member's full name, last
4 known address, telephone numbers and/or emails to the extent they are available in the Defendants'
5 human resources system, Social Security numbers and dates worked as Class Members during the Class
6 Period.

7 19. "Class Member(s)" or "Settlement Class" means all hourly paid or non-exempt persons
8 who worked for Defendants in California as a Chauffeur, Driver, or in a similar or related position at
9 any time during the Class Period who have not previously agreed to a general release of claims against
10 Defendants for the Class Period.

11 20. "Class Period" means the period from June 3, 2015 through the date of Preliminary
12 Approval.

13 21. "Court" means the Superior Court of the State of California for the County of Alameda,
14 or any other court taking jurisdiction of the Action.

15 22. "Effective Date" means the latter of the following: (a) the Stipulation of Settlement has
16 been executed by all Parties, Class Counsel, and Defendants' Counsel; (b) the Court has given
17 preliminary approval to the Stipulation of Settlement; (c) the Notice of Class Action Settlement has
18 been sent to the Class Members, providing them with an opportunity to object to the terms of this
19 Settlement or to opt out of the Settlement; (d) the Court has held a formal fairness hearing and entered
20 a final Order and Judgment certifying the Class, and approving the Stipulation of Settlement; and (e) in
21 the event there are written objections filed prior to the final fairness hearing which are not later
22 withdrawn or denied, the later of the following events: five (5) business days after the period for filing
23 any appeal, writ or other appellate proceeding opposing the Court's final Order approving the
24 Stipulation of Settlement has elapsed without any appeal, writ or other appellate proceeding having been
25 filed; or if any appeal, writ or other appellate proceeding opposing the Court's final Order approving
26 the Stipulation of Settlement has been filed, five (5) business days after any appeal, writ or other
27 appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively
28 dismissed with no right to pursue further remedies or relief..

1 23. “Enhancement Payment(s)” means the amount to be paid to Plaintiffs from the Settlement
2 Amount for their service on behalf of Class Members, and in consideration of their execution of a
3 General Release as detailed in Paragraph 47, subject to the Effective Date. Plaintiffs will each seek no
4 more than Seven Thousand Five Hundred Dollars (\$7,500.00) in recognition of their service. Defendants
5 will not oppose this request. Any portion of the Enhancement Payment not awarded by the Court to
6 Plaintiffs shall be added to the Net Settlement Amount to be distributed among Participating Class
7 Members on a *pro rata* basis, except as follows: If Class Counsel appeal any denial of Plaintiffs’
8 enhancements, the un-awarded enhancement that is subject to the appeal will remain in trust until such
9 time as the appeal is resolved, and the unchallenged remainder of the enhancements (including the
10 enhancement actually awarded) will be distributed based upon the Court’s approval. To the extent the
11 Court awards (and, if an appeal is filed, an appeal affirms) less than the amount of the requested
12 enhancement, the remaining amount will be redistributed among Participating Class Members on a *pro*
13 *rata* basis. Any order or proceeding relating to the application by Class Counsel relating to either
14 Plaintiffs’ enhancement shall not operate to terminate or cancel this Settlement.

15 24. “Final Approval” means the Court order granting final approval of the Agreement and
16 entry of judgment.

17 25. “Individual Settlement Payment(s)” means each Participating Class Member’s share of
18 the Net Settlement Amount, to be distributed to Participating Class Members.

19 26. “Net Settlement Amount” means the portion of the Settlement Amount remaining after
20 deduction of the approved PAGA Settlement Amount, Enhancement Payments, Claims Administration
21 Costs, and the Attorneys’ Fees and Costs. The Net Settlement Amount shall be distributed to
22 Participating Class Members.

23 27. “Notice of Settlement” means the Notice of Proposed Class and Representative Action
24 Settlement attached hereto as **Exhibit 1**, or a substantially similar form.

25 28. “PAGA Members” means a subset of Class Members consisting of current and former
26 hourly-paid or non-exempt employees in California who worked for Defendants at any time during the
27 PAGA Period.

28 29. “PAGA Period” means the period from June 3, 2018 through the date of Preliminary

1 Approval.

2 30. "PAGA Settlement Amount" shall mean Nine Thousand and Five Hundred Dollars
3 (\$9,500.00) which shall be apportioned for settlement of the PAGA claims. 75% of the PAGA Settlement
4 Amount shall be paid to the LWDA and 25% of the PAGA Settlement Amount shall be paid to PAGA
5 Members in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage
6 Orders, regulations, and/or other provisions of law alleged to have been violated with respect to the
7 Settlement Class and encompassed within the Released Claims, defined in Paragraphs 45, 46, and/or 47
8 herein. The entire PAGA Settlement Amount shall be deemed payment for penalties to be reported on an
9 IRS Form-1099.

10 31. "Participating Class Member(s)" means all Class Members who do not affirmatively opt
11 out of the Settlement Agreement by submitting a timely and valid Request for Exclusion.

12 32. "Preliminary Approval" means the Court order granting preliminary approval of the
13 Agreement.

14 33. "Release Period" means the period from June 3, 2015 through the date of Preliminary
15 Approval.

16 34. "Released Parties" means Defendants and any of their former and present parent
17 companies, subsidiaries, affiliates, divisions, concepts, corporations in common control, successors, and
18 assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents,
19 attorneys, insurers, and any other successors, assigns, or legal representatives, if any, who could be
20 liable for any of the Released Claims, defined in Paragraphs 45, 46, and/or 47.

21 35. "Response Deadline" means forty-five (45) calendar days from the date the Claims
22 Administrator mails the Notice of Settlement to the Class Members. If the 45th day falls on a Sunday
23 or Federal holiday, the Response Deadline shall be extended to the next day on which the U.S. Postal
24 Service is open. If a Notice of Settlement is returned because of an incorrect address and re-mailed to
25 an updated address, the Response Deadline is forty-five (45) calendar days from the original mailing of
26 the Notice of Settlement or fourteen (14) calendar days from the date of re-mailing, whichever is later.

27 36. "Settlement Amount" means the non-reversionary Settlement Amount of Nine Hundred
28 and Fifty Thousand Dollars and No Cents (\$950,000.00) to be paid by Defendants in full satisfaction of

1 all claims arising from the Action, which includes all Attorneys' Fees and Costs, PAGA Settlement
2 Amount, Enhancement Payments, and Claims Administration Costs. In no event will Defendants be
3 liable for more than the Settlement Amount, except that Defendants' share of any employer payroll
4 taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, and/or any similar
5 tax or charge) shall be paid by Defendants in addition to the Settlement Amount, and except to the extent
6 the Class List increases beyond the agreed-upon number of Class Members, as described in
7 Paragraph 18, above.

8 **III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

9 37. Plaintiffs, the Participating Class Members, and Defendants agree and stipulate, as part
10 of this Agreement, to the certification of a Settlement Class for settlement purposes only. The Parties
11 agree that, in conjunction with Plaintiffs' filing of a Motion for Preliminary Approval pursuant to
12 Section V of this Agreement ("Motion for Preliminary Approval"), Plaintiffs shall request, and
13 Defendants shall not oppose, the certification of a Settlement Class. The stipulation to certify the
14 Settlement Class is entirely contingent upon preliminary and final approval of this Settlement by the
15 Court and is made for settlement purposes only. If the Agreement is not approved by the Court, is
16 overturned on appeal or does not become final for any other reason, the Parties agree that the
17 certification of the Settlement Class is void *ab initio* and that, if necessary, they shall stipulate to
18 decertification of the Settlement Class without prejudice to the propriety of class certification being
19 adjudicated on the merits.

20 38. In the event that Final Approval is not obtained, nothing in this Agreement shall be
21 deemed to waive Defendants' objections and defenses to class certification, liability, or entitlement to
22 monetary or equitable relief, or any other issue in the Action, and this Agreement shall then be deemed
23 null and void and not admissible in any court regarding the propriety of class certification, liability or
24 entitlement to monetary or equitable relief, or any other issue in the Action.

25 **IV. SETTLEMENT OF THE LAWSUIT AND RELEASE OF CLAIMS**

26 39. This Agreement constitutes a full, complete and final disposition and settlement of all of
27 the Released Claims, as defined in Paragraphs 45, 46, and/or 47 below, of the Plaintiffs and Class
28 Members.

1 40. Class Size. Defendants represent that there are approximately 212 Class Members. If
2 this number increases beyond 223 Class Members, then the Settlement Amount must increase *pro rata*
3 to compensate for Defendants' additional exposure.

4 41. Allocations to be Paid from the Settlement Amount. The Parties agree to the following
5 allocations to be paid from the Settlement Amount, subject to Court approval:

- 6 A. Up to \$316,666.66 in attorneys' fees and Class Counsel's actual out-of-pocket costs,
7 subject to court approval.
- 8 B. Up to \$7,500.00 to each Plaintiff as an Enhancement Payment and in exchange for
9 his general release of all claims, subject to court approval and without opposition by
10 Defendants;
- 11 C. \$9,500.00 for the PAGA Settlement Amount, 75% of which shall be paid to the
12 LWDA and 25% of which shall be paid to PAGA Members.
- 13 D. \$12,000.00 for the payment of Claims Administration Costs, subject to court
14 approval.
- 15 E. The Net Settlement Amount shall be eligible for distribution to Participating Class
16 Members on a *pro rata* basis consistent with the allocation formula set forth in
17 Paragraph 43 and its subparts.
- 18 F. If the Court approves a lesser amount of the PAGA Settlement Amount, Attorneys'
19 Fees and Costs, Enhancement Payments or Claims Administration Costs, any amount
20 disallowed by the Court (and, if appealed under Paragraphs 14 or 23 above, any
21 amount ultimately disallowed on appeal) shall be included in the Net Settlement
22 Amount and the Parties agree that the Settlement shall remain binding with such
23 modification(s) and its terms shall be otherwise unchanged.

24 42. Tax Treatment. One-third (33 1/3%) of each Individual Settlement Payment shall be
25 allocated as payment for alleged unpaid wages, one-third (33 1/3%) shall be allocated as alleged unpaid
26 interest, and one-third (33 1/3%) shall be allocated as alleged unpaid civil and statutory penalties. The
27 portion allocated to wages shall be reported on an IRS Form W-2, with applicable withholdings, and the
28 portions allocated to interest and penalties shall be reported on an IRS Form-1099. The Enhancement

1 Payment shall be reported on an IRS Form-1099. Defendants shall solely be responsible for the
2 employer portion of the payroll taxes. Defendants makes no representation as to the tax treatment or
3 legal effect of the payments called for in this Agreement, and Plaintiffs and Participating Class Members
4 are not relying on any statement, representation, or calculation by Defendants. Plaintiffs and
5 Participating Class Members understand and agree that, except for Defendants' payment of the
6 employer's portion of any payroll taxes, Participating Class Members will be solely responsible for the
7 payment of any taxes and penalties assessed on the payments described herein. Class Representatives,
8 Class Counsel and Participating Class Members shall be solely and legally responsible for correctly
9 characterizing the payments they receive pursuant to this Agreement for tax purposes and for paying
10 any taxes on the amounts received, except as to the employer's share of payroll taxes.

11 43. Calculation of Individual Settlement Payments. The Claims Administrator shall calculate
12 Individual Settlement Payments by adding the individual Net Settlement Amount and individual PAGA
13 Settlement Amount, if applicable:

14 A. Individual Net Settlement Amount: The Claims Administrator shall divide the Net
15 Settlement Amount by the total number of workweeks for the Participating Class
16 Members during the Release Period, resulting in the Net Settlement Workweek
17 Value. The Claims Administrator shall then multiply the Net Settlement Workweek
18 Value by the number of workweeks worked by each Participating Class Member
19 during the Release Period. So, for example, assuming hypothetically that the Net
20 Settlement Amount is \$600,000 and the total number of workweeks is 20,000, and
21 Participating Class Member A worked 100 workweeks, Participating Class Member
22 A will receive $600,000/20,000 \times 100 = \$3,000$.

23 B. Individual PAGA Settlement Amount: The Claims Administrator shall divide
24 \$2,375.00 (i.e., 25% of \$9,500) by the total number of workweeks for the PAGA
25 Members during the PAGA Period, resulting in the PAGA Workweek Value. Then
26 the Claims Administrator will multiply the PAGA Workweek Value by the number
27 of workweeks worked by each PAGA Member during the PAGA Period. So, for
28 example, assuming hypothetically that the total number of PAGA workweeks is

1 5,000, and Class Member A worked 50 workweeks during the PAGA Period, Class
2 Member A will receive $2,375/5,000 \times 50 = \23.75 , in addition to the allocation
3 described in the preceding paragraph.

4 44. Settlement Payments Do Not Trigger Additional Benefits. All Individual Settlement
5 Payments to Participating Class Members shall be deemed to be paid to such Participating Class
6 Members solely in the year in which such payments actually are received by the Participating Class
7 Members. It is expressly understood and agreed that the receipt of such Individual Settlement Payments
8 shall not entitle any Participating Class Member to additional compensation or benefits under any
9 company bonus, contest or other compensation or benefit plan or agreement in place during the period
10 covered by the Settlement, nor will it entitle any Participating Class Member to any increased retirement,
11 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement
12 that the Individual Settlement Payments provided for in this Agreement are the sole payments to be
13 made by Defendants to the Participating Class Members, and that the Participating Class Members are
14 not entitled to any new or additional compensation or benefits as a result of having received the
15 Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
16 compensation plan document that might have been in effect during the period covered by this
17 Settlement).

18 45. Release of Claims by Participating Class Members. Upon the Effective Date, for and in
19 consideration of the mutual promises, terms and conditions by and between the Participating Class
20 Members and Defendants set forth herein, the sufficiency of which consideration is expressly
21 acknowledged, the Participating Class Members do hereby fully, finally and forever release and
22 discharge the Released Parties from any and all claims asserted in the Action against the Released
23 Parties, or that could have been asserted against the Released Parties based upon the facts alleged in the
24 Fourth Amended Complaint filed in this wage and hour action, by Plaintiffs or any Class Members from
25 June 3, 2015, through the date of preliminary approval. The Released Claims include any and all claims
26 for: (a) failure to pay minimum wage, Cal. Lab. Code §§ 223, 1182.11, 1182.12, 1194, 1194.2, 1197,
27 1197.1, *et seq.*; IWC Wage Order 9-2001; Minimum Wage Order MW-2019; (b) failure to pay minimum
28 wage San Francisco Admin. Code §§ 12R.1, *et seq.*; (c) failure to pay minimum wage, Oakland, Cal.

1 Code of Ordinances §§ 5.92.010, *et seq.*, (d) failure to pay minimum wage, San Jose, Cal. Code of
2 Ordinances §§ 4.100.010, *et seq.*, (e) failure to pay for all hours worked, Cal. Lab. Code § 223, and IWC
3 Wage Order No. 9-2001; (f) failure to pay overtime compensation, Cal. Lab. Code §§ 510, 558, 1194 *et*
4 *seq.*, 1197.1, 1198; IWC Wage Order 9-2001; (g) failure to compensate for split shifts, IWC Wage Order
5 No. 9; (h) failure to provide reimbursement of business expenses, Cal. Lab. Code § 2802; (i) failure to
6 provide accurate itemized wage statements, California Labor Code §§ 226, 226.3, and 1174; IWC Wage
7 Order No. 9-2001; (j) failure to pay earned wages upon discharge, waiting time penalties, Cal. Labor
8 Code §§ 201, 202, 203; (k) violation of the California Unfair Competition Law (“UCL”), California
9 Business & Professions Code §§ 17200, *et seq.*; (l) civil penalties under the PAGA, Cal. Lab. Code
10 § 2698, *et seq.*; (m) failure to pay the minimum wage and overtime in violation of the Fair Labor
11 Standards Act, 29 U.S.C. §§ 206-207 (for those cashing checks, and thereby opting into this case – see
12 Paragraphs 46, 63); and (n) all other claims for penalties, liquidated damages, punitive damages,
13 interest, attorneys’ fees, litigation costs, restitution, equitable relief, or additional damages that allegedly
14 arise out of the aforementioned claims. Nothing in this Agreement shall be construed to require
15 Participating Class Members to waive or release rights which may not be waived or released as a matter
16 of applicable law. This release is final and binding on all Participating Class Members.

17 46. Participating Class Members Will Release Claims Under the FLSA By Cashing Checks.

18 All Participating Class Members who cash the check(s) for their individual settlement payments will be
19 deemed to have “opted-in” to a FLSA class under 29 U.S.C. § 216(b), and will release any and all causes
20 of action under the FLSA relating to claims alleged or which could have been alleged in the Action.
21 Participating Class Members will release claims under the FLSA, 29 U.S.C. § 206 *et seq.*, by cashing
22 the Individual Settlement check; or otherwise depositing, negotiating, or executing the Individual
23 Settlement check. Therefore, only those Participating Class Members who cash their Individual
24 Settlement Payment check shall be deemed to have fully and forever released claims under the FLSA.

25 47. General Release of Claims by Class Representatives. Upon the Effective Date, for and
26 in consideration of the mutual promises, terms and conditions by and between the Class Representatives
27 and Defendants set forth herein, the sufficiency of which consideration is expressly acknowledged, the
28 Class Representatives hereby fully, finally and forever release and discharge all claims, obligations,

1 demands, actions, rights, causes of action, and liabilities against the Released Parties of whatever kind
2 and nature, character, and description, whether in law or equity, whether sounding in tort, contract,
3 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or
4 contracts, whether known or unknown and whether anticipated or unanticipated, arising from or relating
5 to the Class Representatives' relationship, or termination of relationship, with any Released Party,
6 during the period from June 3, 2015 to preliminary approval for any type of relief (the "General
7 Release"). The claims released by the Class Representatives include, but are not limited to, the claims
8 released by Participating Class Members, as well as any other claims under any provision of the FLSA,
9 the California Labor Code, any city or county ordinance in the State of California, and claims under any
10 other state or federal laws, including, without limitation, the Fair Employment Housing Act, Title VII
11 of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities
12 Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of
13 their implementing regulations and interpretive guidelines.

14 For the purpose of implementing a full and complete release and discharge of the Released
15 Parties, the Class Representatives expressly acknowledge that this General Release is intended to
16 include in its effect, without limitation, all claims which Class Representatives do not know or suspect
17 to exist in Class Representatives' favor at the time of execution hereof, and that this General Release
18 contemplates the extinguishment of any such claim or claims. Class Representatives and the Released
19 Parties acknowledge, understand and agree that this representation and commitment is essential to each
20 Party and that this Agreement would not have been entered into were it not for this representation and
21 commitment. In furtherance of Class Representatives' intent to waive and release all claims against the
22 Released Parties, whether or not now known, Class Representatives also expressly waive and release
23 any and all rights and benefits conferred upon Class Representatives under § 1542 of the Civil Code of
24 the State of California which reads as follows:

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

1 Class Representatives agree and understand that if, hereafter, they discover facts different from
2 or in addition to those which they now know or believe to be true, that the waivers and release set forth
3 in this Agreement shall be and remain effective in all respects notwithstanding such different or
4 additional facts or the discovery thereof.

5 48. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute
6 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
7 entering into this Agreement, Defendants do not admit, and specifically deny, they have violated any
8 state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute
9 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
10 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
11 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor
12 any of the negotiations connected with it, shall be construed as an admission or concession by
13 Defendants of any such violations or failures to comply with any applicable law. Except as necessary
14 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
15 shall not be offered or received as evidence in any action or proceeding to establish any liability or
16 admission on the part of Defendants or to establish the existence of any condition constituting a violation
17 of, or a non-compliance with state, federal, local or other applicable law.

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

24 V. MOTION FOR PRELIMINARY APPROVAL

25 50. Plaintiffs shall file a Motion for Preliminary Approval with the Court and schedule a
26 hearing on the Motion for Preliminary Approval in accordance with applicable Court rules and
27 consistent with the terms of this Agreement.

28

1 **VI. CLAIMS ADMINISTRATION**

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

5 52. Responsibilities of Claims Administrator. The Claims Administrator shall be responsible
6 for, and the Claims Administration Costs shall cover: (a) calculating each Class Member’s potential
7 Individual Settlement Payment from the Net Settlement Amount and applicable withholdings;
8 (b) preparing and mailing the Notice of Settlement; (c) taking appropriate steps to trace, update and
9 locate any Class Member whose address or contact information as provided to the Claims Administrator
10 is inaccurate or outdated; (d) receiving and providing to Class Counsel, Defendants’ counsel, and the
11 Court, copies of workweek challenges and opt-out requests; (e) providing to Class Counsel and
12 Defendants’ counsel a weekly report of the progress and completion of tasks identified in the
13 Agreement; (f) maintaining prior to disbursement all settlement funds in a qualified settlement fund;
14 (g) issuing and distributing all payments provided for in this Agreement, including the Individual
15 Settlement Payments; (h) reporting the payments made pursuant to this Agreement as required on a W-
16 2, Form 1099 or other applicable forms; and (i) calculating Defendants’ share of payroll taxes, including
17 FICA and FUTA, on the portion of each Individual Settlement Payment allocated to unpaid wages.

18 53. Delivery of the Class Data. Within ten (10) business days of Preliminary Approval,
19 Defendants shall provide the Class List to the Claims Administrator.

20 54. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Claims
21 Administrator shall perform a search based on the National Change of Address (“NCOA”) database or
22 any other similar services available, such as provided by Experian, for information to update and correct
23 for any known or identifiable address changes.

24 55. Notice. Within fourteen (14) calendar days of receipt of the Class List, the Claims
25 Administrator shall mail the Court-approved Notice of Settlement to Class Members *via* First Class U.S.
26 mail using the updated/corrected addresses obtained through the NCOA database, and by other such
27 means as ordered by the Court. There will not be a claim process requirement and, as such, Class
28 Members will not receive, nor will they be required to submit, a claim form to receive their Individual

1 Settlement Payments. It shall be conclusively presumed that, if an envelope so mailed has not been
2 returned by the Response Deadline, the Class Member received the Notice of Settlement.

3 56. Undeliverable Notices. Any Notice of Settlement returned to the Claims Administrator as
4 non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed
5 thereto. If no forwarding address is provided, the Claims Administrator shall make reasonable efforts to
6 obtain an updated mailing address within five (5) business days of the date of the return of the Notice of
7 Settlement. If an updated mailing address is identified, the Claims Administrator shall resend the Notice
8 of Settlement to the Class Member. Class Members to whom Notice of Settlement are resent afterhaving
9 been returned undeliverable to the Claims Administrator shall have an additional fourteen (14) calendar
10 days or until the original Response Deadline has expired, whichever is later, to opt-out of the Settlement.
11 Notices of Settlement that are resent shall inform the recipient of this adjusted deadline. If a Class
12 Member's Notice of Settlement is returned to the Claims Administrator a second time as non-deliverable,
13 no additional Notice of Settlement shall be sent.

14 57. Response Deadline. Class Members may challenge the information provided in their
15 Notice of Settlement, object to the Settlement, or opt out of the Settlement no later than the Response
16 Deadline, *i.e.*, forty-five (45) calendar days from the date the Claims Administrator mails the Notice of
17 Settlement, unless the Response Deadline is extended due to re-mailing of the Notice of Settlement as
18 indicated above in Paragraph 56, as follows:

19 A. Challenging Workweeks. Class Members may challenge the number of Workweeks
20 to which they have been credited by writing to the Claims Administrator and
21 providing written proof establishing the accuracy of his or her challenge. All
22 workweek disputes will be resolved and decided in a discussion between the Parties,
23 and, if the Parties cannot agree, by the Claims Administrator. A challenge must be
24 postmarked no later than the Response Deadline, unless extended because of re-
25 mailing of the Notice of Settlement as set forth in Paragraph 56. Absent evidence
26 rebutting Defendants' records, Defendants' records shall be presumed determinative.
27 The Claims Administrator shall inform counsel for all Parties in writing of any
28 timely-filed challenges, and shall investigate any challenges, including by consulting

1 Class Counsel and Defendants' counsel, and shall make the final decisions as to the
2 Class Members' Workweeks. These decisions will be final and non-appealable.

3 Under no circumstances will a challenge result in a payment by Defendants in excess
4 of the Settlement Amount.

5 B. Opting Out. Class Members who wish to "opt out" of and be excluded from the
6 Settlement Class must send a letter to the Claims Administrator bearing a postmark
7 no later than the Response Deadline, unless extended because of re-mailing of the
8 Notice of Settlement as set forth in Paragraph 56, clearly providing his or her name,
9 address, telephone number and last 4 digits of the Social Security number, and stating
10 his or her request to be excluded from the Settlement Class. If a Class Member
11 submits a deficient opt-out, the Claims Administrator shall notify the Class Member
12 of the deficiency within five (5) business days of receipt. The Class Member shall
13 have until the Response Deadline, or an additional ten (10) days if notice of the
14 deficiency is provided five (5) days or less before the Response Deadline, to cure said
15 deficiencies. If the Class Member does not cure said deficiencies within the time
16 allotted, the Class Member's opt-out shall be rejected. Class Members who submit
17 late or deficient opt-outs shall be issued an Individual Settlement Payment and shall
18 be bound by the Settlement and its releases.

19 C. Objection to the Settlement. Only Class Members who do not opt out of the
20 Settlement may object to the Settlement. All objections must be filed with the Court
21 and served on Counsel for the Class and Defendants no later than the Response
22 Deadline. Class Members who fail to timely file written objections shall be deemed
23 to have waived all objections to the Settlement and shall be foreclosed from making
24 any objections and seeking any adjudication or review, whether by appeal or
25 otherwise, to the Agreement. The Parties may file responses to any objections
26 submitted at or prior to the hearing for Final Approval.

27 58. Reports Regarding Claims Administration. The Claims Administrator shall provide a
28 weekly report to counsel for all Parties: (a) stating the number of Workweek challenges received and

1 supporting documentation, if any and (b) stating the number of valid and invalid opt-outs received. In
2 addition, the Claims Administrator shall provide to counsel for all Parties any updated reports regarding
3 the administration of the Agreement as needed or requested.

4 **VII. MOTION FOR FINAL APPROVAL AND ENTRY OF JUDGMENT**

5 59. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
6 Response Deadline, Plaintiffs shall file a Motion for Final Approval and Entry of Judgment with all
7 necessary supporting documents (“Final Approval Motion”) with the Court and schedule a Final
8 Approval/Settlement Fairness Hearing in accordance with applicable Court rules and consistent with
9 the terms of this Agreement.

10 60. Continuing Jurisdiction. After Final Approval, the Court shall have continuing
11 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the
12 Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be
13 appropriate under court rules or as set forth in this Agreement.

14 **VIII. SETTLEMENT DISTRIBUTIONS**

15 61. Funding of the Settlement Amount. The Settlement Amount, plus the employer’s share
16 of payroll taxes, as calculated by the Claims Administrator, shall be deposited within thirty (30) calendar
17 days after the Effective Date. The Effective Date shall mean the date when all of the following events
18 have occurred: (a) the Stipulation of Settlement has been executed by all Parties, Class Counsel, and
19 Defendants’ Counsel; (b) the Court has given preliminary approval to the Stipulation of Settlement;
20 (c) the Notice of Class Action Settlement has been sent to the Class Members, providing them with an
21 opportunity to object to the terms of this Settlement or to opt out of the Settlement; (d) the Court has
22 held a formal fairness hearing and entered a final Order and Judgment certifying the Class, and
23 approving the Stipulation of Settlement; and (e) in the event there are written objections filed prior to
24 the final fairness hearing which are not later withdrawn or denied, the later of the following events: five
25 (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the
26 Court’s final Order approving the Stipulation of Settlement has elapsed without any appeal, writ or other
27 appellate proceeding having been filed; or if any appeal, writ or other appellate proceeding opposing
28 the Court’s final Order approving the Stipulation of Settlement has been filed, five (5) business days

1 after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement has been
2 finally and conclusively dismissed with no right to pursue further remedies or relief. In the event that
3 the Settlement is not approved or is terminated or revoked as set forth in Paragraph 67, the Claims
4 Administrator shall return the full Settlement Amount to Defendants within ten (10) calendar days.
5 Defendants will be responsible only for the Claims Administrator's costs incurred previously.

6 62. Settlement Distributions and Expiration of Settlement Checks. The allocations of any
7 Class Members who do not participate in the Settlement will be distributed *pro rata* to the Participating
8 Class Members at the time of settlement disbursement. If more than \$10,000.00 of the initial class
9 payments are uncashed, there will be a second distribution to those Participating Class Members who
10 cashed their checks; if less than \$10,000.00 of the initial class payments are uncashed, or any of the
11 second checks are uncashed, any checks that remain uncashed after ninety (90) calendar days will expire
12 and be voided and the amount will be allocated to Legal Aid at Work (www.legalaidatwork.org) in
13 compliance with California Code of Civil Procedure § 384. The value of any uncashed checks shall be
14 paid to the Legal Aid at Work. In no instance will any portion of the total Settlement Amount revert to
15 Defendants.

16 63. Each settlement check shall contain, on the back of the check, the following endorsement:
17 By cashing this check, I agree to opt in and release my claims under the federal Fair
18 Labor Standards Act ("FLSA") pursuant to the settlement in *Dela Cruz, et al. v. ATH*
19 *Transport LLC, et al.*, Alameda County Superior Court Case No. RG19021433.
20 Any modification or amendment of the above-language by the Class Member may not be accepted and
21 may void the settlement check at Defendants' discretion.

22 64. Postcard Reminder: Participating Class Members will receive a reminder postcard and
23 reminder by such other means as ordered by the Court, if they have not cashed their settlement check
24 thirty (30) days after issuance.

25 65. Issuance of Tax Forms. The Claims Administrator shall be responsible for issuing to
26 Plaintiffs, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may
27 be required by law for all amounts paid pursuant to this Agreement. The Claims Administrator shall
28 also be responsible for forwarding all payroll taxes withheld from the payments issued in this Settlement

1 to the appropriate government authorities.

2 66. Certification of Completion. Upon completion of administration of the Settlement, the
3 Claims Administrator shall provide a written declaration under oath to certify such completion to the
4 Court and counsel for all Parties. Plaintiffs and Class Counsel will file a Satisfaction of Judgment within
5 ten (10) days of the submission of said declaration.

6 **IX. Miscellaneous Provisions**

7 67. Revocation of Agreement by Defendants. The number of opt-outs by Class Members is not
8 to exceed five percent (5%) of the total Class Members or total number of workweeks in this Settlement.
9 Otherwise, Defendants may, at their option, void the Settlement by notifying Class Counsel and the Claims
10 Administrator that the number of opt-outs by Class Members exceeds five percent (5%) of the total Class
11 Members or the total number of workweeks in this Settlement. If Defendants void the Settlement under
12 this Paragraph, Defendants must make such election, in writing, to Class Counsel within fifteen (15)
13 business days after the Claims Administrator notifies the Parties that the number of opt-outs exceeds five
14 percent (5%) of the total Class Members, or total number of workweeks in this Settlement. If Defendants
15 void the Settlement under this Paragraph, within ten (10) calendar days thereafter, the Claims
16 Administrator will return to Defendants all amounts paid into the Claims Administrator's trust, and
17 Defendants will be responsible only for the Claims Administrator's costs incurred previously.

18 68. Termination of Settlement. Either Party may terminate this Settlement if the Court
19 declines to grant Preliminary Approval or Final Approval, or if the Court declines to enter final judgment
20 in substantially the form submitted by the Parties, or if the Agreement in substantially the form
21 submitted by the Parties does not become final because of appellate court action. Plaintiffs do not have
22 the right to terminate this Settlement if the Court does not award or reduces the amount of Attorneys'
23 Fees and Costs or Enhancement Payments sought. The terminating Party shall give to the other Party
24 (through its counsel) written notice of its decision to terminate no later than five (5) business days after
25 receiving notice that one of the enumerated events has occurred. Termination shall have the following
26 effects:

- 27 a. The Agreement shall be terminated and shall have no force or effect, and no Party
28 shall be bound by any of its terms;

- 1 b. In the event the Settlement is terminated, Defendants shall have no obligation to
2 make any payments to any Party, Class Member or attorney, except that the
3 terminating Party shall pay the Claims Administrator for services rendered up to
4 the date the Claims Administrator is notified that the Settlement has been
5 terminated;
- 6 c. The Agreement and any related settlement documents, including any Memorandum
7 of Understanding between the Parties, shall be null and void, except for the
8 provisions concerning Confidentiality and No Admission of Liability, and any class
9 certified for settlement purposes shall be vacated;
- 10 d. The Agreement and all negotiations, statements and proceedings relating thereto
11 shall be without prejudice to the rights of any of the Parties, all of whom shall be
12 restored to their respective positions in the Action prior to the Settlement;
- 13 e. Neither the Agreement, nor any ancillary documents, actions, statements, or filings
14 in furtherance of Settlement (including all matters associated with the mediation)
15 shall be admissible or offered into evidence in the Action or any other action for
16 any purpose whatsoever.

17 69. Website, Confidentiality, and Non-Disclosure. Class Counsel will set up a website to
18 provide all settlement documents and other case-related documents online for Class Members' review
19 only after the preliminary approval of the Settlement. Prior thereto, Plaintiffs and Class Counsel shall
20 not make any public disclosure of the Settlement except as required to obtain preliminary approval from
21 the Court. Class Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will
22 encourage them to adhere to, the restriction against any public disclosure of the Settlement until after
23 the Settlement is preliminarily approved by the Court. Following preliminary approval of the Settlement,
24 Plaintiffs and Class Counsel will not have any communications with the media other than to direct the
25 media to the public records on file with the Court. Class Counsel will take all steps necessary to ensure
26 Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any media comment
27 on the Settlement and its terms. Class Counsel further agree not to publish any press release or advertise
28 the Settlement by any means including via media, website, Internet, or print. This term does not preclude

1 Class Counsel from listing, in neutral language after Preliminary Approval, the settlement and decisions
2 related to the settlement, when listing cases and decisions on which the firm has worked, but Class
3 Counsel agrees not to list the case on its website.

4 70. Entire Agreement. This Agreement and attached exhibits, if any, constitute the entirety
5 of the Parties' settlement terms. Excepting the Confidential Memorandum of Understanding fully
6 executed on February 19, 2020, no other prior or contemporaneous written or oral agreements may be
7 deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and
8 California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed
9 according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree
10 that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms
11 of this Agreement.

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

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

25 73. California Law Governs. All terms of this Agreement and exhibits, if any, hereto shall
26 be governed by and interpreted according to the laws of the State of California.

27 74. Execution and Counterparts. Because the proposed Class has not yet been certified, and
28 the members of the proposed Class are so numerous, the Parties agree that it is impossible or impractical

1 to have each Class Member sign this Agreement. It is agreed that, for purposes of seeking Court
2 approval of the Settlement, this Agreement shall become effective upon its execution by all of the
3 undersigned. The Parties may execute this Agreement in any number of counterparts, and a facsimile
4 signature shall have the same force and effect as an original.

5 75. Captions. The captions and section numbers in this Agreement are inserted for the
6 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
7 provisions of this Agreement.

8 76. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
9 conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against
10 one party than another. The Parties recognize that, because of the arms-length negotiations between the
11 Parties, all Parties have contributed equally to the preparation of this Agreement.

12 77. Representation By Counsel. The Parties acknowledge that they have been represented
13 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
14 Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further,
15 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

16 78. Notices. Unless otherwise specifically provided herein, all notices, demands or other
17 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
18 the third business day after mailing by United States registered or certified mail, return receipt requested,
19 addressed as follows:

20 To Plaintiffs and the Settlement Class:

21 Bryan Schwartz
22 BRYAN SCHWARTZ LAW
23 180 Grand Avenue, Suite 1380
24 Oakland, CA 94612

25 To Defendants:

26 Hazel U. Poer
27 JACKSON LEWIS P.C.
28 725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017

1 Janelle J. Sahouria
2 JACKSON LEWIS P.C.
3 50 California St., Suite 900
4 San Francisco, CA 94111

5 79. Cooperation and Execution of Necessary Documents. The Parties shall cooperate in good
6 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
7 Agreement.

8 80. Integration and Modification. This Agreement contains the entire agreement between the
9 Parties relating to the settlement of the Action, and all prior or contemporaneous agreements,
10 understandings, representations, and statements, whether oral or written and whether by a party or such
11 party's legal counsel, with respect to such matters, are extinguished. This Agreement may not be
12 changed, altered or modified, except in writing signed by counsel for all Parties or their successors-in-
13 interest and approved by the Court. This Agreement shall be binding upon and inure to the benefit of
14 the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.
15 The releases contained within this Agreement shall be in addition to and cumulative with any other
16 release by an individual Class Member. However, this Agreement shall not supersede any prior or
17 current arbitration agreements and/or release agreements concerning a Class Member.

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

23 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
24 Stipulation of Class Action Settlement and Release between Plaintiffs and Defendants as of the date(s)
25 set forth below:
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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

May 12, 2020

Dated: _____



Joselito Dela Cruz (May 12, 2020)
Joselito Dela Cruz

PLAINTIFF

Dated: _____

Jeff Pangilinan

DEFENDANT

ATH TRANSPORT LLC

Dated: *May 13, 2020*



Michael Fogarty
President
ATH TRANSPORT LLC

DEFENDANT

ADDISON LEE, INC.

Dated: *May 13, 2020*

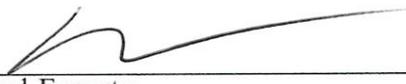


Michael Fogarty
President
ADDISON LEE, INC.

DEFENDANT

AMERICAN LIMOUSINE LLC

Dated: *MAY 13, 2020*



Michael Fogarty
President

AMERICAN LIMOUSINE LLC

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Joselito Dela Cruz

PLAINTIFF

Dated: **May 13, 2020**

- - -

[jeff pangilinan \(May 13, 2020\)](#)
Jeff Pangilinan

DEFENDANT

ATH TRANSPORT LLC

Dated: _____

Michael Fogarty
President
ATH TRANSPORT LLC

DEFENDANT

ADDISON LEE, INC.

Dated: _____

Michael Fogarty
President
ADDISON LEE, INC.

DEFENDANT

AMERICAN LIMOUSINE LLC

Dated: _____

Michael Fogarty
President

AMERICAN LIMOUSINE LLC

1 **APPROVED AS TO FORM**

BRYAN SCHWARTZ LAW

2
3 Dated: May 13, 2020


bryan schwartz (May 13, 2020)

4 Bryan J. Schwartz
Samuel L. Goldsmith

5 Attorneys for Plaintiffs
6 JOSELITO DELA CRUZ
7 JEFF PANGILINAN

8 **JACKSON LEWIS P.C.**

9 Dated: May 15, 2020


Hazel U. Poei

10 Janelle J. Sahouria
11 Attorneys for Defendants

12 ATH TRANSPORT LLC
13 ADDISON LEE, INC.
14 AMERICAN LIMOUSINE LLC

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16
17
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19 4820-4350-6620, v. 1