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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
UNLIMITED JURISDICTION

JAMES GASSY and BRIAN
MOHAMED individually, and on behalf
of all other similarly situated,

Plaintiff,

vs.

CAPITAL EXPRESS LINES, INC., a
California Corporation; GURDIP
SAMRA, a natural person; and DOES 1-
20, inclusive,

Defendants.

Civil Case No.: 34-2019-00247764

**CLASS ACTION SETTLEMENT
AGREEMENT**

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TABLE OF CONTENTS

1. DEFINITIONS

2. GENERAL TERMS

4. MONETARY RELIEF

5. ATTORNEYS’ FEES AND COSTS.....

6. DISTRIBUTION OF INDIVIDUAL MONETARY AWARDS

7. FORM OF SETTLEMENT NOTICE

8. ADMINISTRATION OF SETTLEMENT.....

9. PRELIMINARY AND FINAL APPROVAL

10. RELEASE.....

11. INTERPRETATION AND ENFORCEMENT OF AGREEMENT

1
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SETTLEMENT AGREEMENT

Subject to approval by the Sacramento Superior Court, this settlement agreement (“Agreement”) is entered into by and between Plaintiffs James Gassy and Brian Mohamed, on behalf of themselves and the certified class they represent, and Defendants Capitol Express Lines, Inc. and Gurdip Samra “Defendants”).

RECITALS

WHEREAS, Plaintiffs filed a class action, alleging that Defendants failed to pay their drivers for non-productive time and other wage and hour violations pursuant to Labor Code Section 226.2 and other sections;

WHEREAS, Defendants deny all of the allegations made, and deny that they are liable or owe damages to anyone with respect to the alleged facts or causes of action asserted;

WHEREAS, without admitting or conceding any liability or damages or that Plaintiff of the Class Members are entitled to any remedy or relief, the Parties have nevertheless agreed to settle the lawsuit on the terms and conditions set forth herein to avoid the burden and expense of continuing Litigation¹;

WHEREAS, the Parties have engaged in substantial discovery, motion practice, exchange of expert disclosures and reports and writs, and a class has been certified in this Litigation;

WHEREAS, the Parties and their counsel recognize that, in the absence of an approved settlement, they would face significant continued litigation, including trial and further appellate proceedings that would consume time and resources and present each of them with ongoing litigation risks and uncertainties;

WHEREAS, the Parties wish to avoid these risks and uncertainties, as well as the consumption of time and resources, through settlement pursuant to the terms and conditions set forth herein;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might result in no recovery or a recovery that is less favorable to Plaintiff and Class Members,² Class Counsel³ is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of Plaintiff, and Class Members;

WHEREAS, named Plaintiffs and Class Representatives believe that the settlement set forth herein serves the best interests of Class Members based on all the facts and circumstances, including the risk of significant delay and the uncertainty at trial, as it provides prompt and significant relief for Class Members;

¹ See, *infra*, Definitions 1.18 (“The Litigation”).
² See, *infra*, Definitions 1.5 (“The Class/Class Members”).
³ See, *infra*, Definitions 1.7 (“Class Counsel”).

1 WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise,
2 and discharge all disputes and claims arising from or related to the Litigation which exist between
3 them with exception of of the award of attorneys fees and costs which will be subject to a
separate settlement agreement or decided by the Court;

4 NOW, THEREFORE, in consideration of the mutual covenants and promises set forth
5 herein, as well as the good and valuable consideration provided for herein, the Parties agree to a
full and complete settlement of the Litigation on the following terms and conditions:

6 **1. DEFINITIONS**

7 The following terms shall have the meanings defined in this Section wherever used in
8 this Agreement and in all of its exhibits:

9 1.1 **Agreement.** “Agreement” means this settlement agreement and all exhibits attached
10 hereto.

11 1.2 **Best Efforts.** “Best Efforts” means implementing a plan reasonably designed to comply
12 with the specified objectives to which the best efforts are directed.

13 1.3 **Claims Fund.** “Claims Fund” means \$487,500.00 made available to Class Members for
14 individual compensation of the total amount of their damages overcharge and distributed
15 to Plaintiff and Class Members pursuant to the Process described at section 6.

16 1.4 **The Class/Class Members.** The “Class” means:

17 “All piece rate drivers of Defendants who worked for Defendants in California from
18 October 1, 2014 to January 1, 2019.”

19 Excluded from the Class are those Class Members who opted out after Class Notice was
20 sent. A list of Class Members and the amount Plaintiffs’ expert calculated is attached as
21 Exhibit A hereto.

22 1.5 **Claims Administrator.** “Claims Administrator” means an administrator who has been
23 jointly designated by counsel for the Parties, and approved by the Court, to administer the
24 settlement pursued to the terms of this Agreement.

25 1.6 **Class Counsel.** “Class Counsel” means Mark Burton and Thom Smith of Audet &
26 Partners LLP.

27 1.7 **Class Period.** “Class Period” means October 1, 2014 to January 1, 2019.

28 1.8 **Class Website.** “Class Website” means the website to be published and maintained,
providing information and documents relating to the Litigation to Class Members and the
public.

1.9 **Common Fund.** “Common Fund” means \$487,500.00 dollars which includes individual
compensation amounts to Plaintiffs and Class Members (i.e. the “Claims Fund”), Service
Awards to Plaintiffs, and the Cy Pres Fund.

- 1 1.10 **Court.** “Court” means the Court having jurisdiction over this Litigation, at any stage
2 (presently Sacramento Superior Court).
- 3 1.11 **Cy Pres Fund.** “Cy Pres Fund” means the remainder of the Common Fund after the
4 distribution of: (1) the individual amounts to Class Members, (2) the Service Awards to
5 Plaintiffs; (3) Any other amounts as determined by the Court.
- 6 1.12 **Defendants’ Counsel.** “Defendants’ Counsel” means counsel of record in the Litigation
7 (presently the law firm of Ferber Law, PC).
- 8 1.13 **Effective Date.** “Effective Date” means the date on which the Court has granted final
9 approval of the Agreement.
- 10 1.14 **Final Approval Hearing.** “Final Approval Hearing” means the hearing during which
11 the Court shall finally approve the Agreement and make such other rulings as are
12 contemplated by this Agreement or as modified by any subsequent mutual agreement of the
13 Parties in writing and
- 14 1.15 **Objections Period.** “Objections Period” means the time in which a Class Member must
15 submit a valid objection, or forty-five (30) days after the Claims Administrator emails the
16 Settlement Notice.
- 17 1.16 **Order Granting Final Approval.** “Order Granting Final Approval” means the final
18 order entered by the Court after the Final Approval Hearing.
- 19 1.17 **Order Granting Preliminary Approval.** “Order Granting Preliminary Approval”
20 means the Order entered by the Court preliminarily approving, *inter alia*, the terms and
21 conditions of this Agreement, the manner and timing of providing Notice, and the time
22 period for, and the manner of, objections to the Agreement.
- 23 1.18 **Parties.** “Parties” means the Plaintiffs and Defendants.
- 24 1.19 **Released Parties.** “Released Parties” means Defendants, and each of their respective
25 affiliates, parents, subsidiaries, successors and all other related entities, including but not
26 limited to all of their incumbent and former officers, directors, owners, members, managers,
27 shareholders, investors, agents, insurers, attorneys, employees, fiduciaries, successors,
28 assigns, and representatives, in their individual and/or representative capacities.
- 1.20 **Service Award.** “Service Award” means the additional amount paid to each names
Plaintiff, subject to Court approval, for service in this Litigation.
- 1.21 **Settlement Notice(s).** “Settlement Notice(s)” means the Notices of Class Action
Settlement, substantially in the form attached hereto as Exhibit B.
- 1.22 **Qualified Settlement Fund or QSF.** “Qualified Settlement Fund” or “QSF” means the
account established by the Claims Administrator for the Common Fund.

1 **2. GENERAL TERMS**

2 2.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other, and
3 shall exercise Best Efforts to effectuate and implement all terms and conditions of this
4 Agreement and to obtain the Court’s approval of this Agreement and all of its terms.
5 Each of the Parties, upon the reasonable request of any other, agrees to perform such
 further acts and to execute and deliver such other documents as are reasonably necessary
 to carry out the provisions of this Agreement.

6 **3. MONETARY RELIEF**

7 3.1 **Funding, Creation and Distribution of a Common Fund.** No later than ten (10) days
8 after the Effective Date, Defendants shall wire \$487,500.00 to the Class Administrator for
 the Common Fund.

9 3.2 The Common Fund shall be distributed as follows:

10 3.2.1 (\$452,500.00) shall be made available for payment to Class Members through a
11 claims process described in Section 6 (the “Claims Fund”);

12 3.2.2 Twenty thousand dollars (\$20,000) for the payment of a Service Award to Plaintiff
13 Gassy, as approved by the Court. Should the Court award less than this amount,
14 the remainder shall be added to the Claims Fund. Fifteen thousand dollars
15 (\$15,000) for the payment of a Service Award to Plaintiff Mohamed, as approved
16 by the Court. Should the Court award less than this amount, the remainder shall be
17 added to the Claims Fund. As part of the consideration for the Service Award,
18 Plaintiffs shall be required to execute a general release of all known and unknown
19 claims that Plaintiffs may have against Defendants, their respective and former
 parents, subsidiaries, and affiliated corporations based on Plaintiffs’ employment
 with Defendant CEL. The Settlement Administrator (not the Defendant) shall issue
 an IRS Form 1099 to Plaintiffs reflecting their Service Award Payments. Plaintiffs
 will be solely and legally responsible to pay any and all applicable taxes on the
 Service Award Payments.

20 3.2.3 Defendants will separately pay for the fees and costs incurred by the Claims
21 Administrator for the administration of the Settlement, including, but not limited
22 to: (1) preparing, issuing, distributing, emailing and monitoring all Settlement
23 Notice and Claim Forms, declarations, filings, and related documents;
24 (2) communicating with and responding to Class Members; (3) computing
25 reimbursement amounts to be distributed; (6) establishing and maintaining an
26 account for the Common Fund; and (5) distributing payments; (6) the required tax
27 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS
28 Forms; and (7) calculating the pay-roll tax amount to be paid by Defendant and
 providing necessary reports and declarations.

3.2.4 Any monies in the Claims Fund remaining at the conclusion of the claims process,
plus any interest that has accrued thereon, shall be distributed in equal parts to the
below organizations within fourteen (14) days of the Check Expiration Date (the
“Cy Pres Fund”) or as therwise ordered by the Court.

1 (1) National Employment Law Project.

2 3.3 Allocation From The Common Fund

3 3.3.1 Based upon the calculations by Plaintiffs' Expert attached hereto as Exhibit A or
4 as otherwise determined by the Court; the Class will receive a proportionate share
5 of the Common fund.

6 3.3.2 Within 28 days of the Effective Date of Settlement, the Claims Administrator will
7 issue and mail to each Class Member, a check for their share of the settlement.

8 3.4 **Qualified Settlement Fund.** The Qualified Settlement Fund shall be controlled by the
9 Claims Administrator subject to the terms of this Agreement and any orders of the Court.
10 Interest earned on the QSF, if any, shall be included in the Cy Pres Fund.

11 3.5 The QSF shall constitute a "qualified settlement fund" pursuant to Internal Revenue Code
12 Section 1.468B-1. Upon opening this account, Defendants shall execute an election
13 statement provided by the Claims Administrator which shall be affixed to the initial tax
14 return of the Qualified Settlement Fund in order to establish the start date of the Qualified
15 Settlement Fund. The Qualified Settlement Fund shall be created, managed and
16 disbursed by the Claims Administrator under the supervision of Class Counsel and
17 Defendants' Counsel. The Class Administrator shall be the only entity authorized to
18 make withdrawals or payments from the QSF.

19 **4. ATTORNEYS' FEES AND COSTS**

20 4.1 To the extent the Parties fail to resolve the matter of attorneys' fees by thirty (30) days
21 after final approval, Class counsel will file a motion for an award of Attorneys Fees and
22 Costs to be determined by the Court.

23 **5. DISTRIBUTION OF INDIVIDUAL MONETARY AWARDS**

24 5.1 **Checks.** The Claims Administrator shall mail all individual reimbursement checks no
25 later than twenty-eight (28) days after the Effective Date. The face of each check shall
26 clearly state that it must be cashed within sixty (60) days.

27 5.2 **Uncashed Checks and Unused Funds.** If any class member fails to cash their
28 reimbursement check by the Expiration Date (i.e. within sixty (60) days from the mailing
of the checks) the funds shall flow into the Cy Pres Fund.

5.3 **Final Report by Claims Administrator.** No later than ten (10) days after the Expiration
Date, the Claims Administrator shall provide Class Counsel and Defendants' Counsel
with a declaration providing a final report on the disbursements of all funds.

6. SETTLEMENT NOTICE PROCEDURES

6.1 **Settlement Notice by Mail and E-Mail.** Using the contact information previously
provided and developed when the Administrator gave Class Certification Notice, the

1 Claims Administrator shall send the Settlement Notice to all class members within 14
2 days of Preliminary approval.

3 6.2 The Claims Administrator shall provide the Court, at least seven (7) days prior to the
4 Final Approval Hearing, a declaration by the Claims Administrator of due diligence and
proof of mailing and e-mailing of the Settlement Notice.

5 **7. ADMINISTRATION OF SETTLEMENT**

6 7.1 **Fees and Costs for Settlement Notice and Administration.** Defendants shall pay the
7 fees and costs of the Claims Administrator and the costs of the Settlement Notice.

8 7.2 **Maintenance of the Class Website.** The Claims Administrator shall cause a website to
9 be published and maintained on the internet, the address of which will be provided on the
Class Notice.

10 7.2.1 The Class Website shall present the Settlement Notice on its opening page.

11 7.2.2 The Class Website shall also provide links to the following sub-pages:

- 12 (1) Important Dates – identifying the deadline for Class Member objections to
13 be mailed and the date for the Final Approval Hearing.
- 14 (2) Important Documents – allowing download of (1) the operative complaint;
15 (2) the Court’s order certifying the class; (3) the Settlement Agreement
(4) the Order Granting Preliminary Approval of the Class Settlement.

16 **7.3 Administration of Taxes**

17 7.3.1 The Settlement Administrator will be responsible for issuing to Plaintiff,
18 Participating Class Members, and Class Counsel any W-2, 1099, or other tax
19 forms as may be required by law for all amounts paid pursuant to this Settlement.
The Settlement Administrator will also be responsible for forwarding all payroll
20 taxes and penalties to the appropriate government authorities.

21 7.3.2 **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR
22 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND
EACH PARTY TO THIS AGREEMENT OTHER THAN THE
23 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES
AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
24 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG
THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
25 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR
DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
26 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
27 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL
28 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN

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

10 **7.4 Objections**

- 11 7.4.1 Class Members who wish to present objections to the Settlement at the Final
12 Approval Hearing must first do so in a written, signed statement. To be
13 considered, such objections must be mailed to the Claims Administrator no later
14 than (30) days after the Settlement Notice is sent (i.e. the Objections Period).
15 The postmark date of the objection shall be the exclusive means for determining
16 that an objection is timely. The statement must contain the name, address and
17 telephone number of the Class Member to be valid. It must also contain the words "I
18 object to the settlement in *Gassy v. Capitol Express Lines, Inc., et al.*," and set forth
19 the legal and factual basis for the objection. Class Members who fail to make
20 objections in the manner specified herein shall be deemed to have waived any
21 objections and shall be foreclosed from making any objection (whether by appeal
22 or otherwise) to the Agreement.
- 18 7.4.2 The Claims Administrator shall stamp on the original objection the date it was
19 received, and shall send copies of each objection to Class Counsel and Defendants'
20 Counsel by email not later than two (2) business days after receipt thereof. Class
21 Counsel shall file the objections with the Clerk of Court within three (3) days after
22 the end of the Objections Period.
- 22 7.4.3 An objector who wishes to appear at the Final Approval Hearing must file with the
23 Clerk of the Court and serve upon counsel designated in Section 12.3, a notice of
24 intention to appear at the Final Approval Hearing ("Notice of Intention to
25 Appear") no later than (30) days after the Settlement Notice is sent (i.e. the
26 Objections Period). The Notice of Intention to Appear must include copies of any
27 papers, exhibits, or other evidence that the objecting Class Member (or his/her
28 counsel) shall present to the Court in connection with the Final Approval Hearing.
Any Class Member who does not provide a Notice of Intention to Appear in
complete accordance with the deadlines and other specifications set forth in the
Settlement Notice, and who has not filed an Objection in complete accordance
with the deadlines and other specifications set forth in this paragraph and the
Settlement Notice, shall, subject to the Court's final determination in the exercise

1 of its discretion, be barred from speaking or otherwise presenting any views at any
2 Final Approval Hearing.

3 7.4.4 An objector may withdraw their objections at any time. Any lawyer representing a
4 Class Member for the purpose of making objections must also file a Notice of
5 Appearance with the Court by the objection deadline and must also serve copies by
6 mail to counsel for the Parties.

7 7.4.5 Any individual who has requested exclusion by submitting a valid opt-out
8 statement during the initial class certification notice opt-out period may not submit
9 objections to the Settlement.

10 7.4.6 Plaintiff and/or Defendants may file with the Court written responses to any
11 objections at least seven (7) days before the Final Approval Hearing.

12 7.4.7 **Waiver of Right to Appeal.** Provided that the judgment against Defendants is
13 consistent with the terms and conditions of this Agreement, the Plaintiff, and Class
14 Members who did not timely submit an objection to the Settlement, Defendants,
15 and their respective counsel, hereby waive any and all rights to appeal from the
16 judgment against Defendants, including all rights to any post-judgment proceeding
17 and appellate proceeding, such as a motion to vacate judgment, a motion for new
18 trial, and any extraordinary writ, and the judgment therefore shall become final
19 and non-appealable at the time it is entered, with the exception of all issues related
20 to Plaintiffs' recovery of attorneys' fees as discussed above in Section 4.1. The
21 waiver does not include any waiver of the right to oppose any appeal, appellate
22 proceedings or post-judgment proceedings.

23 8. PRELIMINARY AND FINAL APPROVAL

24 8.1 **Preliminary Approval by the Court.** Within twenty-eight (28) days of the execution of
25 this Agreement, Plaintiffs shall submit to the Court a Motion for Preliminary Approval of
26 the Settlement ("Preliminary Approval Motion"). The Preliminary Approval Motion
27 shall seek the setting of dates for objections, and a Final Approval Hearing and shall
28 present the [Proposed] Order Granting Preliminary Approval consistent with this
agreement.

8.2 **Final Order and Judgment from the Court.** Plaintiff shall seek to obtain from the
Court an Order Granting Final Approval. The motion shall, among other things, seek: (1)
final approval of settlement of the Class Members' claims as fair, adequate, reasonable,
and binding on all Class Members; and (2) an entry of judgment in accordance with this
Agreement.

8.3 **Final Approval Hearing.** The Final Approval Hearing shall be held at the Court's
convenience, preferably within fourteen (14) days after the close of the objection period.

9. RELEASE

9.1 Upon the Funding Date, in addition to the claims being released by all Participating
Class Members, the named Plaintiffs will release and forever discharge the Released

1 Parties, to the fullest extent permitted by law, of and from any and all claims, known and
2 unknown, or that are based on the same facts and circumstances as the claims brought in
3 the Litigation, asserted and not asserted, which these Plaintiffs may have against the
4 Released Parties as of the date of execution of this Settlement Agreement. To the extent
5 the foregoing release is a release to which Section 1542 of the California Civil Code or
6 similar provisions of other applicable law may apply, the named Plaintiffs expressly
7 waive any and all rights and benefits conferred upon them by the provisions of Section
8 1542 of the California Civil Code or similar provisions of applicable law which are as
9 follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
11 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
12 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
13 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
14 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
15 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
16 OR RELEASED PARTY.

17 **10. INTERPRETATION AND ENFORCEMENT OF AGREEMENT**

- 18 **10.1 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties
19 with regard to the subject matter contained herein, and all prior and contemporaneous
20 negotiations and understandings between the Parties shall be deemed merged into this
21 Agreement.
- 22 **10.2 Binding Effect.** Any Class Member who does not affirmatively opt-out of the
23 Settlement Agreement by submitting a timely and valid Request for Exclusion will be
24 bound by all of its terms, including those pertaining to the release of all claims ever
25 pleaded in the Complaint or any amendment thereto, as well as any Judgment that may be
26 entered by the Court if it grants final approval to the Settlement.
- 27 **10.3 Releases by Participating Class Members.** Upon the Funding Date, and except as to
28 such rights or claims as may be created by this Settlement Agreement, each Participating
Class Member, together and individually, on their behalf and on behalf of their respective
heirs, executors, administrators, agents, and attorneys, shall fully and forever release and
discharge all of the Released Parties, or any of them, from each and every claim pleaded
in the Complaint or any amendment thereto.
- 10.4 Notices to Counsel.** All notices to counsel required or desired to be given under this
Agreement shall be in writing and by overnight mail and e-mail to counsel for the
respective Parties. Specifically, such notices shall be mailed to Mark Burton of Audet &
Partners, LLP and Jennifer Lucas of Ferber Law, PC for Defendants, their respective
addresses set forth below (or to such other address as any such party of counsel may
designate in a notice):

Mark Burton
AUDET & PARTNERS, LLP

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711 VAN NESS AVE., SUITE 500
San Francisco, CA 94102
mburton@audetlaw.com

Jennifer R. Lucas
FERBER LAW, A Professional Corporation
2603 Camino Ramon, Suite 385
San Ramon, California 94583
Tel: (925) 355-9800
jlucas@ferberlaw.com

10.5 **Arm’s Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement, including without limitations all exhibits, at arm’s length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

10.6 **Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

10.7 **Severability.** Following the Effective Date, if any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, subject to the limitations set forth above.

10.8 **Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to its choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

10.9 **Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby.

10.10 **Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court’s approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

1 **10.11 Counterparts.** The Parties may execute this Agreement in counterparts, and execution
2 in counterparts shall have the same force and effect as if Plaintiff and Defendants had
3 signed the same instrument.

4 **10.12 Facsimile/Electronic Signatures.** Any Party may execute this Agreement by causing
5 her or its counsel to sign on the designated signature block below and transmitting that
6 signature page via facsimile or email to counsel for the other Party. Any signature made
7 and transmitted by facsimile or email for the purpose of executing this Agreement shall
8 be deemed an original signature for purposes of this Agreement and shall be binding
9 upon the Party whose counsel transmits the signature page by facsimile or email.

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1 DATED: November __, 2023

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By: _____

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MARK E. BURTON

AUDET & PARTNERS, LLP

Attorneys for Plaintiffs and the Certified Class

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6 DATED: November __, 2023

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By: _____

JAMES GASSY

Named Plaintiff and Class Representative

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10

11 DATED: November __, 2023

By: _____

BRIAN MOHAMED

Named Plaintiff and Class Representative

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13

14 DATED: December 12, 2023

By: _____

JENNIFER R. LUCAS

FERBER LAW, A Professional Corporation

Attorneys for the Defendants

15

16

17 DATED: December 12, 2023

By: _____

GURDIP SAMRA

For Herself and Defendant Capitol Express Lines, Inc.

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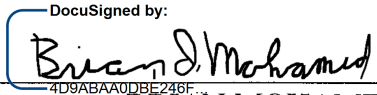
1 DATED: December 12, 2023

2
3 By: 
4 MARK E. BURTON
5 AUDET & PARTNERS, LLP
6 Attorneys for Plaintiffs and the Certified Class

7 DATED: _____

8 By: _____
9 JAMES GASSY
10 Named Plaintiff and Class Representative

11 DATED: 12/14/2023

12 By: 
13 BRIAN MOHAMED
14 Named Plaintiff and Class Representative

15 DATED: November __, 2023

16 By: _____
17 JENNIFER R. LUCAS
18 FERBER LAW, A Professional Corporation
19 Attorneys for the Defendants

20 DATED: November __, 2023

21 By: _____
22 GURDIP SAMRA
23 For Herself and Defendant Capitol Express Lines, Inc.

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