

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
2 CHRISTINA J. PREJEAN (SBN 314772)
christina@spivaklaw.com
3 MAYA CHEAITANI (SBN 335777)
maya@spivaklaw.com
4 THE SPIVAK LAW FIRM
5 8605 Santa Monica Bl
PMB 42554
6 West Hollywood, CA 90069
7 Telephone: (213) 725-9094
Facsimile: (213) 634-2485

8 Attorneys for Plaintiff(s),
9 CHARLES MIKICH, JONATHON GORDON, and all others similarly situated
(Additional attorneys for parties on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN FRANCISCO**

12 **(UNLIMITED JURISDICTION)**

13
14 CHARLES MIKICH, JONATHON GORDON,
15 and on behalf of themselves and all others
16 similarly situated, and as “aggrieved
17 employees” on behalf of other “aggrieved
Attorneys General Act of 2004,

18 *Plaintiff(s),*

19 vs.

20 SAYEH PETROLEUM, INC., a California
21 corporation; HEDIA PETROLEUM, INC., a
22 California corporation; HADAD ENTERPRISE,
23 INC., a California corporation; HADAD
24 PETROLEUM, INC., a California corporation;
25 BAY AREA AUTO CARE, INC., a California
26 corporation; HOUTAN PETROLEUM, INC., a
27 California corporation; GREEN PLANET GAS,
INC., a California corporation; ALI
BOZORGHADAD (also known as ED
BOZORGHADAD also known as ED
HADAD), an individual; and DOES 8-50,

Case No. CGC-20-582385

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Action filed: January 22, 2020
Dept: 610, The Honorable Garrett
L. Wong

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inclusive,
Defendant(s).

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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
4276 Katella Ave
Suite 301
Los Alamitos CA 90720
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

Attorneys for Plaintiff(s),
CHARLES MIKICH, JONATHON GORDON, and all others similarly situated

ATTORNEYS FOR DEFENDANT(S)

SCOTT G. LAWSON (SBN 194194)
scottlawson@lawson2.com
LISA G. LAWSON (SBN 169503)
lisalawson@lawson2.com
IAN W. FORGIE (SBN 307721)
ianforgie@lawson2.com
LAWSON & LAWSON, LLP
One Sansome Street
35th Floor
San Francisco, CA 94104
Telephone: (415) 484-4343
Facsimile: (415) 484-4343

Attorneys for Defendant(s),
SAYEH PETROLEUM, INC., HEDIA PETROLEUM, INC., HADAD ENTERPRISE, INC.,
HADAD PETROLEUM, INC., BAY AREA AUTO CARE, INC., HOUTAN PETROLEUM,
INC., GREEN PLANET GAS, INC., ALI BOZORGHADAD (also known as ED
BOZORGHADAD also known as ED HADAD)

1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement
2 Agreement” or “Agreement”) is made and entered into by and between Plaintiffs Charles
3 Mikich and Jonathon Gordon (collectively “Plaintiffs” or “Class Representatives”),
4 individually and on behalf of all putative class members, on the one hand, and Defendants
5 Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc., Hadad Petroleum, Inc.,
6 Bay Area Auto Care, Inc., Houtan Petroleum, Inc., Green Planet Gas, Inc., and Ali
7 Bozorghadad (also known as Ed Bozorghadad, Ed Ali Bozorghadad, and Ed Hadad)
8 (collectively “Defendants”). Plaintiffs and Defendants are collectively referred to herein as the
9 “Parties.”

11 **I. DEFINITIONS.**

12 The following definitions are applicable to this Settlement Agreement, in addition to
13 other terms defined elsewhere in the Agreement:

14 **A. “Action”** shall mean collectively (A) The first lawsuit, originally filed on
15 January 22, 2020 and entitled Charles Mikich v. Sayeh Petroleum, Inc., San Francisco County
16 Superior Court No. CGC-20-582385 and amended on May 11, 2020 to include claims pursuant
17 to the Private Attorneys General Act (“PAGA”) and (2) the second lawsuit, originally filed on
18 August 4, 2021 and entitled Jonathon Gordon v. Sayeh Petroleum, Inc., San Francisco County
19 Superior Court No. CGC-21-594289.

20 **B. “Class,” “Class Members,” or “Settlement Class”** shall mean all persons
21 Defendants employed in California as hourly, non-exempt employees during the Class Period.
22 Defendants estimate that, as of preliminary Court approval of this Settlement, or September 3,
23 2022, whichever is earlier, there were approximately 1,200 members.

24 **C. “Class Counsel”** shall mean the attorneys representing Plaintiffs in the Action:
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1 David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law
2 Group.

3 **D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses**
4 **Payment”** shall mean the amounts awarded to Class Counsel by the Court to compensate them
5 for, respectively, their fees and expenses in connection with the Action, including their pre-
6 filing investigation, their filing of the Action and all related litigation activities, this Settlement,
7 and all post-Settlement compliance procedures.

9 **E. “Class Notice”** shall mean the Notice of Proposed Settlement attached as
10 **Exhibit A** and incorporated by reference into this Agreement.

11 **F. “Class Period”** shall mean the period of time from January 22, 2016 through
12 preliminary Court approval of this Settlement, or September 3, 2022, whichever is earlier.

13 **G. “Class Representative Payment”** shall mean the special payment made to each
14 Plaintiff in his capacity as Class Representative to compensate him for initiating the Action,
15 performing work in support of the Action, and undertaking the risk of liability for attorneys’
16 fees and expenses in the event he was unsuccessful in the prosecution of the Action.

17 **H. “Court”** shall mean the Superior Court for the County of San Francisco, Civic
18 Center Courthouse, 400 McAlister Street, San Francisco, CA 94102-3680.

19 **I. “Defense Counsel”** shall mean the attorneys representing Defendants in the
20 Action: Scott G. Lawson, Lisa G. Lawson, and Ian W. Forgie of Lawson & Lawson, LLP.

21 **J. “Effective Date”** is defined as follows: If no objection to this Settlement or to
22 any of the terms and or conditions of the Settlement are filed by any of the Plaintiffs, another
23 member of the Settlement class, or any intervenor to this Lawsuit, the Effective Date shall
24 occur on the day that the Court enters an order of final approval of this Settlement; however, if
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1 any objection to this Settlement or to any of the terms and or conditions of the Stipulation is
2 filed by a member of the Settlement class, or any intervenor to this Lawsuit, the Effective Date
3 shall occur upon the expiration of the time for the filing any appeal of the order of final
4 approval of this Settlement. If an appeal is filed or any writ granted, then the Effective Date
5 shall occur after the appeal has been dismissed or the writ dissolved and when there is no
6 further time to appeal the dismissal of the appeal or the dissolution of the writ.
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8 **K. “Final Approval Hearing”** shall mean the hearing to be conducted by the Court
9 to determine whether to approve finally and implement the terms of this Agreement.

10 **L. “Gross Settlement Amount”** shall mean the Gross Settlement Amount of One
11 Million Six Hundred Thousand Dollars and Zero Cents (\$1,600,000.00) payable by Defendants
12 as provided by this Agreement. The Gross Settlement Amount is non-reversionary; no portion
13 of the Gross Settlement Amount will return to Defendants. Defendants’ employer-side payroll
14 taxes arising from the payments made under this Settlement will be paid by Defendants
15 separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount
16 is inclusive of all amounts to be paid to Class Members, attorney fees, costs, enhancement
17 awards to the named Plaintiffs, PAGA penalties to both the California Labor and Workforce
18 Development Agency (“LWDA”) and allegedly aggrieved employees, and Settlement
19 Administration expenses. With the exception of the operation of the Escalator Clause below,
20 under no circumstances will Defendants’ settlement payment exceed the Gross Settlement
21 Amount.
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24 **M. “Judgment”** shall mean the Order of Final Judgment entered by the Court that
25 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in
26 this Action.
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1 **N. “Net Settlement Amount”** shall mean \$1,600,000.00 payable by Defendants
2 pursuant to this Settlement, less:

- 3 **1.** the Class Representative Payments approved by the Court;
- 4 **2.** the Class Counsel Fees Payment (one-third or 33 and 1/3% of Gross
5 Settlement Amount) and the Class Counsel Litigation Expenses Payment (of not more than
6 \$35,000.00) approved by the Court;
- 7 **3.** the Settlement Administrator’s reasonable fees and expenses approved
8 by the Court (not to exceed \$32,000.00);
- 9 **4.** the amount of \$50,000.00 as PAGA Penalties for the PAGA claim, of
10 which \$12,500.00 will be paid to the PAGA Members and \$37,500.00 will be paid to the
11 LWDA; and
- 12 **5.** any other fees or expenses (other than attorneys’ fees and expenses)
13 incurred by Plaintiffs in implementing the terms and conditions of this Agreement as approved
14 by the Court.

15 **O. “PAGA”** means the California Labor Code Private Attorneys General Act of
16 2004 (Lab. Code §§ 2698, *et seq.*).

17 **P. “PAGA Members”** means all individuals Defendants employed in California as
18 hourly, non-exempt employees during the PAGA Period.

19 **Q. “PAGA Penalties”** means the portion of the Gross Settlement Amount that the
20 Parties have agreed to allocate as civil penalties in order to settle claims arising under PAGA.
21 The Parties have agreed to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00), of
22 which, payment from the Gross Settlement Amount to the LWDA will be made in the amount
23 of Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), which is 75% of
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1 the PAGA Penalties. Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00),
2 25% of the PAGA Penalties, will remain in the Net Settlement Amount for distribution pro rate
3 to PAGA Members as described in this agreement. PAGA Members will receive payment from
4 the employee portion of the PAGA Penalties regardless of whether they submit a request for
5 exclusion if the PAGA Penalties are approved by the Court.
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7 **R. “PAGA Period”** shall mean January 16, 2019 through preliminary Court
8 approval of this Settlement, or September 3, 2022, whichever is earlier.

9 **S. “Participating Class”** or **“Participating Class Members”** shall mean all
10 Settlement Class members who do not submit a valid and timely letter requesting to be
11 excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement.
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13 **T. “Preliminary Approval of the Settlement”** shall mean the Court’s preliminary
14 approval of the Settlement without material change.

15 **U. “Released Claims”** shall mean all claims, rights, demands, liabilities and causes
16 of action that are alleged, or reasonably could have been alleged based on the facts and claims
17 during the period of January 16, 2016 through preliminary Court approval of this Settlement, or
18 September 3, 2022, whichever is earlier asserted in the Operative Complaint and/or in the
19 letter(s) sent by any Plaintiff to the LWDA concerning Defendants and the other Released
20 Parties, whether sounding in law or equity, tort, contract, statute, or other applicable federal,
21 state or local law or regulation, including but not limited to the following claims: failure to pay
22 wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to
23 authorize and permit rest periods, failure to indemnify for business expenses, failure to issue
24 proper wage statements, failure to timely pay wages, failure to maintain required payroll
25 records, unfair business practices that could have been premised on the claims, causes of action
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1 or legal theories of relief described above or any of the claims, causes of action or legal theories
2 of relief pleaded in the Action, all claims under PAGA or for civil penalties that could have
3 been premised on the claims, causes of action or legal theories described above or any of the
4 claims, causes of action or legal theories of relief pleaded in the Action or Plaintiff's letter(s) to
5 the LWDA, including but not limited to the California Code of Regulations and to Labor Code
6 sections 201, 202, 203, 204, 210, 221, 225.5, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1,
7 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2699, and any and all damages,
8 restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or
9 costs resulting therefrom. Released Claims shall not apply to claims for workers' compensation
10 benefits, unemployment insurance benefits, or any other claim or right that as a matter of law
11 cannot be waived or released. The Parties acknowledge that Released Claims includes any
12 claims for penalties by a PAGA Member resulting from any LWDA investigation. The Parties
13 will meet and confer in good faith if the Court requires changes to the scope of the Released
14 Claims.
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17 **V. "Released Parties"** shall mean Defendants, and any of their former and present
18 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
19 stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations, divisions,
20 joint venturers, assigns, predecessors, successors, service providers, insurers, consultants,
21 subcontractors, joint employers, employee benefit plans and fiduciaries thereof, affiliated
22 organizations, and all persons acting under, by, through or in concert with any of them, and
23 each of them.
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25 **W. "Response Deadline"** shall mean the date 60 days after the Settlement
26 Administrator mails the Class Notice to Class Members, which is the last date on which Class
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1 Members may submit Exclusion Requests, written objections to the Settlement, or Workweek
2 disputes. In the event the 60th day falls on a Sunday or federal holiday, the Response Deadline
3 will be extended to the next day on which the U.S. Postal Service is open. The Response
4 Deadline for Exclusion Requests or Objections will be extended fifteen (15) calendar days for
5 any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless
6 the 15th day falls on a Sunday or federal holiday, in which case the Response Deadline will be
7 extended to the next day on which the U.S. Postal Service is open.
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9 **X.** “**Settlement**” shall mean the disposition of the Action and all related claims
10 effectuated by this Agreement.

11 **Y.** “**Settlement Account**” shall mean a fund within the meaning of Treasury
12 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
13 Administrator for the benefit of Participating Class Members and PAGA Members.
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15 **Z.** “**Settlement Administrator**” shall mean CPT Group, Inc. or another
16 administrator proposed by the Parties and appointed by the Court to administer the Settlement.
17 The Parties represent that they do not have any financial interest in the Settlement
18 Administrator or otherwise have a relationship with the Settlement Administrator that could
19 create a conflict of interest.

20 **AA.** “**Settlement Share**” shall mean each Settlement Class Member’s allocated share
21 of the Net Settlement Amount as provided by this Agreement and any payment a PAGA
22 Member is eligible to receive from the PAGA Penalties per Section III.C.4.
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24 **II. RECITALS**

25 **A.** On or about January 16, 2020, Plaintiff Charles Mikich, through his attorneys,
26 sent a letter to the Labor Workforce Development Agency (“LWDA”) alleging the following
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1 against Defendant: failure to pay wages, unauthorized and unlawful wage deductions, failure to
2 provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
3 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure
4 to maintain required payroll records, and related allegations (the “PAGA letter”). Plaintiff
5 Charles Mikich asserted these representative claims on behalf of all Class Members who are or
6 were employed during the applicable statutory period.
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8 **B.** On January 22, 2020, Plaintiff Charles Mikich filed a class action complaint in
9 the San Francisco Superior Court, alleging the same wage and hour claims as set forth in the
10 earlier PAGA letter and adding a cause of action for unfair competition. On May 11, 2020,
11 Plaintiff Charles Mikich filed a first amended class action complaint in the San Francisco
12 County Superior Court, adding a cause of action under the Labor Code Private Attorneys
13 General Act of 2004 (“PAGA”). The first amended complaint is the “Operative Complaint.”
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15 **C.** On June 23, 2022, the parties stipulated to consolidation of the Action for
16 settlement purposes.

17 **D.** On November 04, 2021, Defendants answered Plaintiffs’ First Amended
18 Complaint and denied, and continue to deny, all of Plaintiffs’ material allegations. Specifically,
19 Defendants deny the failure to pay wages, unauthorized and unlawful wage deductions, failure
20 to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
21 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure
22 to maintain required payroll records, and related allegations in the Action. Defendants contend
23 that they have complied with the Labor Code, the Business & Professions Code, and the
24 applicable Wage Order at all times. Defendants further allege that the Plaintiffs’ claims are not
25 amenable to class treatment because common issues do not predominate.
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1 **E.** The Parties thereafter engaged in an informal, voluntary exchange of
2 information in the context of privileged settlement discussions to facilitate an early mediation.
3 The Parties exchanged discovery requests, documents, information, and data including but not
4 limited to pre-suit evidence request and preservation letters, Form Interrogatories - General,
5 Form Interrogatories - Employment Law, Special Interrogatories, Requests for Production of
6 Documents and Tangible, pre-mediation data and document exchanges, analysis of time and
7 payroll records by a neutral third party analyst, EmployStats, and related activities.

9 **F.** On January 31, 2022, following much of the foregoing informal discovery and
10 exchange of information, the Parties participated in a mediation session presided over by
11 Mediator Michael J. Loeb, an experienced class action mediator. During the mediation, the
12 Parties had a full day of productive negotiations and reached agreement on a class-wide
13 settlement during the second mediation session held May 6, 2022. During the mediation
14 sessions, each side, represented by their respective counsel, recognized the risk of an adverse
15 result in the Action and agreed to settle the Action and all other matters covered by this
16 Agreement pursuant to the terms and conditions of this Agreement.

18 **G.** Based on their own thorough, independent investigation and evaluation of this
19 case, Class Counsel are of the opinion that the settlement with Defendants for the consideration
20 and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best
21 interest of the Settlement Class in light of all known facts and circumstances, including the risk
22 of significant costs and delay, the risk of non-certification of the Class, the defenses asserted by
23 Defendants, the risks of adverse determinations on the merits, and numerous potential appellate
24 issues. Although Defendants contend they have no liability in this case, Defendants' counsel
25 shares Class Counsel's belief that the Agreement represents a fair and adequate settlement
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1 given the respective risks associated with the case.

2 **H.** This Agreement represents a compromise and settlement of highly disputed
3 claims. Nothing in this Agreement is intended or will be construed as an admission by
4 Defendants that Plaintiff's claims in the Action have merit or that it has any liability to
5 Plaintiffs or the Class on those claims or to the State, or as an admission by Plaintiffs that
6 Defendants' defenses raised in the Action have merit. This Agreement is intended to fully,
7 finally, and forever compromise, release, resolve, discharge, and settle the released claims
8 subject to the terms and conditions set forth in this Agreement.
9

10 Based on the foregoing Recitals, the Parties agree as follows:

11 **III. SETTLEMENT TERMS AND CONDITIONS**

12 **A. Certification for Settlement Purposes.** Solely for the purposes of effectuating
13 this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional
14 certification of the Settlement Class. The Parties agree that if for any reason the Settlement is
15 not preliminarily and finally approved, the conditional certification of the Settlement Class will
16 be of no force or effect, does not constitute an admission by Defendants that class certification
17 is proper, and will not be deemed admissible in this or any other proceeding, and that the
18 Parties will litigate the issue of class certification.
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20 **B. Gross Settlement Amount.** Subject to the terms and conditions of this
21 Agreement, the Gross Settlement Amount of One Million Six Hundred Thousand Dollars and
22 Zero Cents (\$1,600,000.00), plus Defendants' employer share of employer-side payroll taxes, is
23 the maximum amount payable by Defendants, subject to the provisions of this Paragraph III.B.
24 Defendants estimated for purposes of mediation that there are 27,498 workweeks worked by the
25 Class Members for the period of January 22, 2016 through May 6, 2022. For the avoidance of
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1 doubt, the term “workweeks” shall mean weeks during which Class Members actually
2 performed work for or on behalf of Defendants. These numbers would be expected to increase
3 proportionately for the passage of time between that date and the time of court approval. Before
4 the Parties seek or a Party seeks court approval of the Settlement, the Settlement Administrator
5 will advise Plaintiffs’ counsel of Defendants’ report of the total number of workweeks worked.
6 The Settlement Administrator shall determine the total number of workweeks worked by Class
7 Members by counting the number of paychecks issued by Defendants during the Class Period,
8 as evidenced by Defendants’ payroll records, a sampling of which was provided to
9 EmployStats in connection with the Parties’ mediation efforts, and multiplying that figure by
10 two. If the workweeks worked as of the date the Court approves the settlement exceed 28,960
11 workweeks worked by more than 10.00%, the Gross Settlement Amount will increase
12 proportionally according to the number of additional workweeks worked. For example, if the
13 number of workweeks as of the date the Court approves the settlement exceeds 28,960 by 11%,
14 the Gross Settlement Amount shall increase by 1%. If the workweeks worked as of the date the
15 Court approves the settlement exceeds 28,960 workweeks by more than 20.00%, Defendants
16 shall have the option to (a) vacate the Parties’ settlement and this Memorandum of
17 Understanding shall be null and void or (b) to cap the Class Period as of the date that the
18 number of workweeks reaches but does not exceed 31,856.
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21 **C. Payments to Plaintiffs and Class Counsel and Others.** Subject to the terms
22 and conditions of this Agreement, the Settlement Administrator will make the following
23 payments out of the Gross Settlement Amount as follows:
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25 **1. To Plaintiffs.**

26 **(a) Class Representative Payments.** In addition to their Settlement
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1 Shares, each Plaintiff will apply to the Court for an award of not more than Twenty-Five
2 Thousand Dollars and Zero Cents (\$25,000.00) as a Class Representative Payment. Defendants
3 will not oppose a Class Representative Payment of not more than \$25,000.00. The Plaintiffs
4 will receive no other payment other than their Settlement Share and Class Representative
5 Payment, and acknowledge that they are aware of no other facts or circumstances related to
6 their employment with Defendants that could give rise to any additional entitlement to any
7 further payments. The Settlement Administrator will pay the Class Representative Payment
8 approved by the Court out of the Gross Settlement Amount. Payroll taxes, withholdings, and
9 deductions will not be taken from the Class Representative Payment, and instead a Form 1099
10 will be issued to Plaintiffs with respect to that payment. Each Plaintiff agrees to assume all
11 responsibility and liability for the payment of taxes due on the Class Representative Payment.
12 The Class Representative Payment is in exchange for the release of Released Claims against the
13 Released Parties, the general Release of Claims by Plaintiffs, and for the Plaintiffs' time, effort
14 and risk in bringing and prosecuting the Action. Any adjustments made by the Court to the
15 requested Class Representative Payment shall not be deemed a material modification of this
16 Settlement Agreement. In the event that the Court reduces or does not approve the requested
17 Class Representative Payment, the Settlement Agreement remains in full force and effect, shall
18 not have the right to revoke the Settlement for that reason, it shall remain binding, and any
19 portion of the Class Representative Payment not awarded to Plaintiffs will not revert to
20 Defendants, but instead shall be returned to the Net Settlement Amount.

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24 **2. To Class Counsel.** Class Counsel will apply to the Court for an award of
25 not more than Five Hundred Thirty-Three Thousand Three Hundred Thirty Three Dollars and
26 Zero Cents (\$533,333.00) (which is 33 and 1/3% of the Gross Settlement Amount) as their
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1 Class Counsel Fees Payment and an amount not more than Thirty Five Thousand Dollars and
2 Zero Cents (\$35,000.00) as their Class Counsel Litigation Expenses Payment, and Defendants
3 will not oppose this request. The Settlement Administrator will pay the amount approved by the
4 Court (but not more than Five Hundred Thirty Three Thousand Three Hundred Thirty Three
5 Dollars and Zero Cents (\$533,333.00) in fees and not more than Thirty Five Thousand Dollars
6 and Zero Cents (\$35,000.00) in expenses) out of the Gross Settlement Amount. Withholding
7 and deductions will not be taken from the Class Counsel Fees and Litigation Expenses Payment
8 and one or more Forms 1099 will be issued to Class Counsel with respect to those payments.
9

10 **3. To the Settlement Administrator.** The Settlement Administrator will
11 be paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the
12 Court in an amount currently estimated to not exceed Thirty Two Thousand Dollars and Zero
13 Cents (\$32,000.00).
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15 **4. To the LWDA.** The Parties will jointly apply to the Court for approval
16 of a settlement of claims under the Private Attorneys General Act (“PAGA”), California Labor
17 Code section 2698, *et seq.*, for Fifty Thousand Dollars and Zero Cents (\$50,000.00), of which,
18 payment from the Gross Settlement Amount to the LWDA will be made in the amount of
19 Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), which is 75% of
20 the PAGA settlement. Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00),
21 25% of the PAGA settlement, will remain in the Net Settlement Amount for distribution and
22 will be distributed to PAGA Members on a *pro rata* basis based on the total number of
23 Individual Work Weeks (full or partial) worked by each PAGA Member during the PAGA
24 Period. Partial Work Weeks shall be rounded up to the nearest whole integer. PAGA Members
25 shall receive their portion of the PAGA Penalties regardless of their decision to submit a
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1 request for exclusion to opt out of the Settlement.

2 **D. Allocation of Net Settlement Amount and Calculation of Settlement Shares.**

3 Subject to the terms and conditions of this Agreement, the Settlement Administrator will
4 distribute a payment from the Net Settlement Amount to each Participating Class Member. The
5 Settlement Share for each Participating Class Member will be calculated as follows,
6 understanding that the formulas below do not constitute an admission by either party, and are
7 intended only to provide a practical means to simplify and administer the claims process:
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9 (a) **Participating Class Members' Settlement Shares.** The
10 settlement shares are allocated 33.33% to wages (for which employment taxes will be deducted
11 and W-2s issued) and 66.66% to penalties and interest (for which 1099s will be issued).

12 (b) **Class Portion of Settlement Ratio Calculation.** The Settlement
13 Administrator shall assign to each Class Member a "Settlement Ratio," which shall be a
14 fractional number comprised of (a) that Class Member's Individual Work Weeks as the
15 numerator, and (b) the aggregate total of all Class Members' Individual Work Weeks as the
16 denominator. The Settlement Administrator shall assign to each Class Member the "Settlement
17 Share" which shall be calculated by multiplying that Class Member's Settlement Ratio by
18 amount allocated to Class Members from the Net Settlement Amount.
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20 (c) **PAGA Portion of Settlement Ratio Calculation.** The
21 Settlement Administrator shall assign to each Class Member a "Settlement Ratio," which shall
22 be a fractional number comprised of (a) that PAGA Member's Individual Work Weeks during
23 the PAGA Period as the numerator, and (b) the aggregate total of all PAGA Members'
24 Individual Work Weeks during the PAGA Period as the denominator. The Settlement
25 Administrator shall assign to each PAGA Member the "Settlement Share" which shall be
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1 calculated by multiplying that PAGA Member's Settlement Ratio by amount allocated to
2 PAGA Members from the Net Settlement Amount.

3 **2. Settlement Share Worksheet.** Upon calculation of the Class Members'
4 and PAGA Members' Settlement Share, the Settlement Administrator shall furnish to Class
5 Counsel and Defense Counsel a worksheet containing a list of unique identifying numbers for
6 each of the Class Members with their corresponding Individual Work Weeks and Settlement
7 Shares.
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9 **E. Taxes and Withholdings.** Each Settlement Share is intended, in part, to settle
10 the Class Members' claims for Defendants' failure to pay wages, unauthorized and unlawful
11 wage deductions, failure to provide meal periods, failure to authorize and permit rest periods,
12 failure to indemnify for business expenses, failure to issue proper wage statements, failure to
13 timely pay wages, failure to maintain required payroll records, and related violations of PAGA
14 and the unfair competition law. Each Class Member shall be individually responsible for the
15 employee's share of applicable payroll tax withholdings and deductions. Accordingly, each
16 Settlement Share allocated to wages will be reduced by applicable employee-side payroll tax
17 withholdings and deductions, and the Settlement Administrator will issue a Form W-2 to each
18 Participating Class Member. The remaining non-wage payments will be reported on an IRS
19 Form-1099 by the Settlement Administrator. For PAGA Members who submit a timely and
20 valid request for exclusion to opt out of the class portion of the Settlement, 100% of the
21 individual Settlement Share to that individual shall be allocated as penalties, and not wages, for
22 which the Settlement Administrator will issue to the PAGA Member an IRS Form-1099.
23 Defendants will be responsible for the normal employer's share of any payroll tax attributable
24 to the wage portion of the Settlement Share payments. Defendants' payment of the normal
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1 employer's share of payroll taxes attributable to the wage portion of the Settlement Share
2 payments will be in addition to the Gross Settlement Amount or Net Settlement Amount.

3 **F. Appointment of Settlement Administrator.** The Parties will ask the Court to
4 appoint CPT Group, Inc., a qualified administrator, to serve as the Settlement Administrator,
5 which, as a condition of appointment, will agree to be bound by this Agreement with respect to
6 the performance of its duties and its compensation. The Settlement Administrator's duties will
7 include preparing, printing, and mailing the Class Notice to all Class Members; and using
8 reasonable measures to contact all Class Members, including conducting a National Change of
9 Address search on all Class Members before mailing the Class Notice to each Class Member's
10 address. The Settlement Administrator's duties will also include re-mailing the Class Notice to
11 the Class Member's new address for those Class Members whose address has changed;
12 providing the Parties with weekly status reports about the delivery of Class Notice; calculating
13 Settlement Shares; issuing and distributing checks to effectuate the payments due under the
14 Settlement; reporting to the Court as required; and otherwise administering the Settlement
15 pursuant to this Agreement. The Settlement Administrator's reasonable fees and expenses,
16 including the cost of printing and mailing the Class Notice, will be paid out of the Gross
17 Settlement Amount, as set forth herein, subject to Court approval. Any portion of the of the
18 Settlement Administrator's fees and expenses that are not used or which are not awarded by the
19 Court will not revert to Defendants, but instead will be part of the Net Settlement Amount for
20 distribution to Participating Class Members. If the Settlement Administrator's fees and
21 expenses exceed Thirty Two Thousand Dollars and Zero Cents (\$32,000.00), such cost will be
22 deducted from the Net Settlement Amount.
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1 **IV. PROCEDURES FOR APPROVING SETTLEMENT**

2 **A. Motion for Preliminary Approval of Settlement by the Court.** Class Counsel
3 will move the Court for an order granting Preliminary Approval of the Settlement (the “Motion
4 for Preliminary Approval”), setting a date for the Final Approval Hearing, and approving the
5 Class Notice (attached as **Exhibit A** to this Agreement), the Exclusion Request form (attached
6 as **Exhibit B** to this Agreement), and the Work Weeks Dispute form (attached as **Exhibit C** to
7 this Agreement). Any disagreement among the Parties concerning the Class Notice or other
8 documents necessary to implement the Settlement will be referred to the Court.
9

10 **1.** At the hearing on the Motion for Preliminary Approval, the Parties
11 anticipate that they will appear and support the granting of the motion, and that Class Counsel
12 will submit an Order Granting Preliminary Approval of Settlement, Approval of Notice to
13 Class and Setting Hearing for Final Approval of Settlement.
14

15 **2.** Should the Court decline to approve the Settlement, the Settlement will
16 be null and void and the Parties will have no further obligations under it.

17 **B. Notice to Class Members.** After the Court enters its order granting Preliminary
18 Approval of the Settlement, every Class Member will be provided with a “Class Notice.”

19 **1. List of Class Members.** Within fourteen (14) days after the Court grants
20 Preliminary Approval of the Settlement, Defendants shall provide to the Settlement
21 Administrator:

22
23 **(a)** An electronic database of all Class Members, last known mailing
24 address, Social Security number (if available), and Defendants’ employee identification number
25 (“Class Members’ Data”).

26 **(b)** Corresponding to each Class Member’s name, Defendants shall
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1 provide a figure indicating the total number of Work Weeks during the Class Period in which
2 that Class Member was employed by Defendants as a Class Member and during which they
3 actually performed work for Defendants. That number of Work Weeks shall be referred to as
4 that Class Member's "Individual Work Weeks."

5 (c) If any of the Class Members' Data are unavailable to Defendants,
6 Defendants will so inform Class Counsel and the Parties will make their best efforts to
7 reconstruct or otherwise agree upon the Class Members' Data prior to when it must be
8 submitted to the Settlement Administrator. Class Members' Data will otherwise remain
9 confidential and will not be disclosed to anyone, except as necessary to applicable taxing
10 authorities, or pursuant to Defendants' express written authorization or by order of the Court.

11
12 **2. Mailing of Class Notice.** Within fourteen (14) days after receiving the
13 Class Members' Data, or as soon thereafter as it can do so, the Settlement Administrator will
14 mail the Class Notice to all identified Class Members via first-class U.S. mail using the mailing
15 address information provided by Defendants, unless modified by any updated address
16 information that the Settlement Administrator obtains in the course of administration of the
17 Settlement.

18
19 **3. Returned Class Notice.** If a Class Notice is returned because of an
20 incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days
21 from receipt of the returned Class Notice, search for a more current address for the Class
22 Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will
23 use the Class Members' Data and otherwise work with Defendants' Counsel and Class Counsel
24 to find a more current address. The Settlement Administrator will be responsible for taking
25 reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace
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1 the mailing address of any Class Member for whom a Class Notice is returned as undeliverable
2 by the U.S. Postal Service. These reasonable steps shall include the tracking of all undelivered
3 mail; performing address searches for all mail returned without a forwarding address; and
4 promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice
5 is re-mailed, the Settlement Administrator will note for its own records and notify Class
6 Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a
7 weekly status report provided to the Parties.
8

9 **4. Declaration of Settlement Administrator.** Not later than twenty-one
10 (21) court days prior to the Final Approval Hearing, the Settlement Administrator will provide
11 the Parties for filing with the Court a declaration of due diligence setting forth its compliance
12 with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement
13 Administrator will supplement its declaration of due diligence if any material changes occur
14 from the date of the filing of its prior declaration.
15

16 **C. Disputed Class Member Settlement Shares.** If a Class Member disputes
17 his/her estimated Settlement Share, the Class Member may produce evidence to the Settlement
18 Administrator for the Class Period. In order for the dispute to be considered, he/she must
19 follow the directions on the Class Notice. To be valid and timely, all disputes and supporting
20 documents must be postmarked by the Response Deadline. A Class Member may use the Work
21 Weeks Dispute form (**Exhibit C** to this Settlement), though a Class Member is not obligated to
22 do so to dispute information in the Class Notice. Absent evidence rebutting Defendants'
23 records, Defendants' records will be presumed determinative. However, if a Class Member
24 produces evidence contrary to Defendants' records by the Response Deadline, the Settlement
25 Administrator shall notify Class Counsel and Defense Counsel to discuss and resolve the
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1 dispute, including providing all available relevant information to all counsel. The Parties will
2 resolve all disputes jointly, and such resolution shall be final and binding on any Class Member
3 disputes, and shall thereafter instruct the Settlement Administrator how to proceed in
4 processing the dispute. If the Parties cannot reach an agreement, the dispute shall be submitted
5 to the Court for final determination. All such disputes are to be resolved or submitted to the
6 Court not later than fourteen (14) calendar days after the Response Deadline.
7

8 **D. Requests for Exclusion from Settlement; and Objections to Settlement.**

9 Class Members may submit requests to be excluded from the effect of the Settlement, or
10 objections to the Settlement, pursuant to the following procedures:

11 **1. Request for Exclusion from Settlement.** A Class Member may request
12 to be excluded from the effect of this Agreement, and any payment of amounts under this
13 Agreement, by timely mailing a letter to the Settlement Administrator stating that the Class
14 Member wants to be excluded from this Action. This letter must include the Class Member's
15 name, address, telephone number, signature, and a clear statement requesting to be excluded
16 from the settlement of the class claims, as set forth on the Request for Exclusion form or
17 similar to the following: "I wish to exclude myself from the class settlement reached in the
18 matter of *Mikich v. Sayeh Petroleum, Inc.*. I understand that by excluding myself, I will not
19 receive money from the settlement of my individual claims." To be valid and timely, the
20 request to be excluded must be postmarked by the Response Deadline and received by the
21 Settlement Administrator. A Class Member may use the Exclusion Request form (**Exhibit B** to
22 this Settlement), though a Class Member is not obligated to do so to request exclusion from the
23 Settlement. A Class Member who properly submits a valid and timely request to be excluded
24 from the Action shall not receive any payment of any kind in connection with this Agreement
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1 or this Action, shall not be bound by or receive any benefit of this Agreement, and shall have
2 no standing to object to the Settlement, except that the request for exclusion shall not be
3 effective as to the release of claims arising under PAGA and shall not preclude the Class
4 Member from receiving their share of the PAGA Penalties. A request for exclusion must be
5 mailed to the Settlement Administrator at the address provided on the Class Notice. The
6 Settlement Administrator shall transmit the request for exclusion to counsel for the Parties as
7 follows:
8

9
10 *To Class Counsel:*

11 David G. Spivak, Esq.
12 The Spivak Law Firm
13 8605 Santa Monica Bl
14 PMB 42554
15 West Hollywood, CA 90069

10 *To Defense Counsel:*

11 Scott G. Lawson, Esq.
12 Lisa G. Lawson, Esq.
13 Ian W. Forgie, Esq.
14 Lawson & Lawson, LLP
15 One Sansome Street
16 35th Floor
17 San Francisco, CA 94104

16 **2. Objections to Settlement.** The Class Notice will provide that any Class
17 Member who does not request exclusion from the Action and who wishes to object to the
18 Settlement should submit an objection in writing to the Settlement Administrator. To be valid,
19 an objection must be postmarked by the Response Deadline and received by the Settlement
20 Administrator. The written objection to the Settlement should set forth the grounds for the
21 objection and the other information required by this paragraph. The objection should be mailed
22 to the Settlement Administrator at the address provided on the Class Notice. The Settlement
23 Administrator shall transmit the objections to counsel for the Parties as follows:
24

25 *To Class Counsel:*

26 David G. Spivak, Esq.
27 The Spivak Law Firm

25 *To Defense Counsel:*

26 Scott G. Lawson, Esq.
27 Lisa G. Lawson, Esq.

1 8605 Santa Monica Bl
2 PMB 42554
3 West Hollywood, CA 90069

Ian W. Forgie, Esq.
Lawson & Lawson, LLP
One Sansome Street
35th Floor
San Francisco, CA 94104

4
5 Counsel will promptly file such objection with the Court.

6 The written objection should state the objecting Class Member's full name, address, and
7 the approximate dates of his or her employment with Defendants. The written objection should
8 state the basis for each specific objection and any legal support in clear and concise terms. The
9 written objection also should state whether the Class Member intends to formally intervene and
10 become a party of record in the action, and upon formally intervening, appear and argue at the
11 Final Approval Hearing.
12

13 Regardless of whether an objecting Class Member complies with the objection
14 procedure encouraged above, the Court will provide a Class Member with the opportunity to
15 speak at the final approval hearing regardless of whether he or she has filed an appearance or
16 submitted a written opposition beforehand. If the objecting Class Member does not formally
17 intervene in the action and/or the Court rejects the Class Member's objection, the Class
18 Member will still be bound by the terms of this Agreement.
19

20 **E. Report.** Not later than fourteen (14) days after the deadline for submission of
21 requests for exclusion, the Settlement Administrator will provide the Parties with a complete
22 and accurate list of all Class Members who sent timely requests to be excluded from the Action
23 and all Class Members who objected to the settlement.

24 **F. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
25 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member
26 to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment.
27

1 Defendants have the right in their sole and exclusive discretion to terminate and withdraw from
2 the Settlement at any time prior to date the Court enters final approval of this Settlement if
3 5.00% or more than of Class Members timely and validly opt out of the Settlement or if the
4 Court fails to approve material terms of the settlement, including the scope of the release.
5 Defendants must make such election within 10 business days of being notified by the
6 Settlement Administrator 5.00% or greater opt-out rate or the Court's denial of the settlement
7 with prejudice.
8

9 **G. Additional Briefing and Final Approval.** Plaintiffs will file with the Court a
10 motion for final approval of the Settlement and payment of the Settlement Administrator's
11 reasonable fees and expenses and a memorandum in support of their motion; and Plaintiffs and
12 Class Counsel will serve on Defendants and file with the Court a motion for awards of the
13 Class Representative Payment, the Class Counsel Fees Payment, and the Class Counsel
14 Litigation Expenses Payment pursuant to this Settlement, and memoranda in support of their
15 motions.
16

17 Before the Final Approval Hearing, the Parties shall be entitled to file and serve a
18 response to any Class Member's objection to the Settlement and/or reply in support of their
19 motion for final approval of the Settlement, and payment of the Settlement Administrator's
20 reasonable fees and expenses to the extent that any opposition to the motion is filed; and
21 Plaintiffs and Class Counsel may file replies in support of their motions for the Class
22 Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation
23 Expenses Payment.
24

25 If the Court ultimately does not grant final approval of the Settlement or grants final
26 approval conditioned on any material change to the Settlement, then either Party will have the
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1 unilateral right to void the Settlement in its entirety; if that occurs, the Parties will have no
2 further obligations under the Settlement, including any obligation by Defendants to pay the
3 Gross Settlement Amount or any amounts that otherwise would have been payable under this
4 Agreement, except that Defendants and Plaintiffs will jointly and equally pay the Settlement
5 Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the
6 right to void the Settlement under this Paragraph. However, an award by the Court of a lesser
7 amount than that sought by Plaintiffs and Class Counsel for the Class Representative Payment,
8 the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not
9 constitute a material modification to the Settlement within the meaning of this Paragraph and
10 shall not render the Settlement voidable. Plaintiffs and Class Counsel shall retain the right to
11 appeal awards of attorneys' fees and costs less than requested.
12

13 Upon final approval of the Settlement by the Court at or after the Final Approval
14 Hearing, the Parties will present for the Court's approval and entry a Proposed Final Order and
15 Judgment. The Final Order and Judgment shall permanently bar all Participating Class
16 Members from prosecuting against Defendants any claims within the scope of the Releases
17 contained in this Agreement.
18

19 After entry of the Judgment, the Court will have continuing jurisdiction over the Action
20 and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing
21 settlement administration matters, and (iii) addressing such post-Judgment matters as may be
22 appropriate under court rules or applicable law.
23

24 **H. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the
25 terms and conditions of this Agreement, and that no Class Member timely objects to the
26 Settlement and formally intervenes into the action as required under the California Supreme
27

1 Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 4th 260, 228 Cal. Rptr. 3d 106
2 (2018) or files a motion pursuant to Civil Procedure Code section 663, the Parties, and their
3 counsel hereby waive, except as provided for in this Agreement or prohibited by law, any and
4 all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
5 and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, any
6 extraordinary writ, and any appeal, and the Judgment therefore will become non-appealable at
7 the time it is entered. The waiver of appeal does not include any waiver of the right to oppose
8 any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the
9 Judgment, the time for consummation of the Settlement (including making any payments under
10 the Settlement) will be suspended until the appeal is fully and finally resolved and the
11 Judgment, consistent with the terms of this Agreement, becomes Final.

12
13 **I. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
14 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any
15 other motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or
16 modifies the Judgment such that there is a material modification to the Settlement, and that
17 court's decision is not completely reversed and the Judgment is not fully affirmed on review by
18 a higher court, then either Plaintiffs or Defendants will have the unilateral right to void the
19 Settlement, which the Party must do by giving written notice to the other Parties, the reviewing
20 court, and the Court, not later than fourteen (14) days after the reviewing court's decision
21 vacating, reversing, or materially modifying the Judgment becomes final. The Party exercising
22 his/its right to unilaterally void the Settlement pursuant to this provision agrees to pay any fees
23 owing to the Settlement Administrator for services rendered. An order vacating, reversing or
24 modifying the Court's award of the Class Representative Payment, or the Class Counsel Fees
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1 Payment and/or Class Counsel Litigation Expenses Payment will not constitute a vacation,
2 reversal, or material modification of the Judgment within the meaning of this paragraph, and
3 shall not render the Settlement voidable.

4 **J. Establishment of Settlement Account and Installment Payments.** Defendants
5 will pay the Gross Settlement Amount to the Settlement Administrator for the PAGA
6 settlement and for Class Members who do not opt-out. Any amount attributed to the share of
7 class members who opt-out shall be redistributed to participating class members on a pro-rata
8 basis, and the Settlement Administrator will then be responsible for making appropriate
9 deductions, reporting obligations, and issuing the individual settlement awards. Defendants
10 shall deposit one half of the Gross Settlement Amount with the Settlement Administrator within
11 30 days of the Court's granting preliminary approval of the Settlement. Defendants shall
12 deposit the remaining half of the Gross Settlement Amount with the Settlement Administrator
13 within 365 days of their having deposited the first half of the Gross Settlement Amount.

14 **K. Payment of Settlement Shares.** There will be two distributions of the Gross
15 Settlement Amount as follows:

16 **1. First Distribution.** Within fourteen (14) calendar days of the Effective
17 Date, or within ten (10) calendar days of the deadline for the Defendants' first installment
18 payment (whichever is later), the Settlement Administrator shall distribute, *pro rata*, the
19 portion of the Gross Settlement Amount Defendants paid by that date, including *pro rata*
20 portions of the PAGA payment, Class Representative Payment, the Class Counsel Fees
21 Payment, the Class Counsel Litigation Expenses Payment, and the Settlement Administrator's
22 payment.

23 **2. Second Distribution.** Within ten (10) calendar days of the Defendants'
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1 second Installment Payment, the Settlement Administrator shall distribute, *pro rata*, the portion
2 of the Gross Settlement Amount Defendants paid since the first distribution, including *pro rata*
3 portions of the PAGA payment, Class Representative Payment, the Class Counsel Fees
4 Payment, the Class Counsel Litigation Expenses Payment, and the Settlement Administrator's
5 payment.

6
7 **L. Default on Payment.** In the event Defendants fail to pay any portion of the
8 Gross Settlement Amount, it shall be considered a default. In the event Defendants fail to make
9 any payment on the date it is due, the Settlement Administrator will provide notice to Class
10 Counsel and Defense Counsel within five (5) business days of the missed payment. Thereafter,
11 Defendants will have fifteen (15) days to cure the default and tender payment to the Settlement
12 Administrator. In the event Defendants fail to cure the default within the times set forth herein,
13 Plaintiffs may, among other remedies, elect to enter judgment against Defendants, on an ex
14 parte basis, for the balance of the unpaid Gross Settlement Amount to date.

15
16 **M. Uncashed Settlement Share Checks.** Any check issued by the Settlement
17 Administrator to Class Members who do not timely and validly opt out shall be negotiable for
18 one hundred and eighty (180) calendar days. Those funds represented by checks returned as
19 undeliverable and those checks remaining un-cashed for more than 180 days after issuance
20 (collectively, "Voided Settlement Checks"), plus any interest that has accrued on those funds,
21 will be paid to the California Unclaimed Property Fund.

22
23 **N.** The Settlement Administrator will mail or wire all required payments no later
24 than fourteen (14) calendar days after receipt of the funds representing the Gross Settlement
25 Amount from Defendants. Proof of payment will be filed with the Court.

26 **O. Final Report by Settlement Administrator to Court.** Within ten (10) calendar
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1 days after final disbursement of all funds from the Settlement Account, the Settlement
2 Administrator will serve on the Parties for filing with the Court a declaration providing a final
3 summary report on the disbursements of all funds from the Settlement Account.

4 **V. RELEASE OF CLAIMS**

5 **A. Plaintiffs and Class Members.** The Parties agree that it is their intent that the
6 resolution set forth in this Settlement will release and discharge the Released Claims by way of
7 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other
8 action of any kind by each and all of the Settlement Class Members (including participation to
9 any extent in any representative or collective action) against the Released Parties. This release
10 will not take effect until Defendants have paid the Gross Settlement Amount in full per this
11 Settlement Agreement. All PAGA Members, regardless of whether they submit timely and
12 valid requests for exclusion from the Settlement, will release all Released Claims under PAGA
13 against the Released Parties. The State of California will also release all Released Claims under
14 PAGA against the Released Parties.
15

16 **B. Release of Claims by Plaintiffs.** Upon the Effective Date, and only after
17 Defendants pay the entirety of the Gross Settlement Amount, each Plaintiff will be deemed to
18 have released the Released Parties of and from all of the Released Claims during the Class
19 Period. These claims include all claims alleged or could have been alleged based on the facts,
20 circumstances, and/or primary rights at issue in the Complaint and any amendments thereto.
21 They include without limitation: (1) all claims for failure to pay wages earned, including
22 minimum wages, and overtime wages; (2) all claims for failure to provide rest periods and
23 claims for rest period premium pay; (3) all claims for failure to provide meal periods and
24 claims for meal period premium pay; (4) all claims for failure to provide accurate wage
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1 statements and related penalties; (5) all claims for failure to timely pay wages during
2 employment and at termination; (6) all claims for violation of California Business and
3 Professions Code §§ 17200, et seq., to the extent such claims are predicated on the other claims
4 released herein; and (7) all claims for violation of PAGA and all related claims for penalties, to
5 the extent such claims are predicated on the other claims released herein. Each Plaintiff's
6 release set forth herein shall include a waiver of all rights under California Civil Code §1542,
7 which includes a release of all known and unknown claims against the Released Parties during
8 the Class Period. Civil Code section 1542 provides:

10 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
11 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
12 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**
13 **BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**
14 **SETTLEMENT WITH THE DEBTOR.**

15 Upon the Effective Date, each Plaintiff will be deemed to have waived his rights under Civil
16 Code §1542 during the Class Period, as set forth above. Each Plaintiff's release excludes any
17 claim for worker's compensation. It also includes his claims, if any, for harassment,
18 discrimination, wrongful termination, negligent infliction of emotional distress and intentional
19 infliction of emotional distress and related prayers for compensatory and punitive damages,
20 interest, attorney fees and costs.

21 **C. Class Counsel.** As of the date the Judgment becomes Final, and except as
22 otherwise provided by this Agreement, Class Counsel and any counsel associated with Class
23 Counsel (The Spivak Law Firm and United Employees Law Group), including without
24 limitation David G. Spivak, Esq. and Walter L. Haines, Esq., waive any claim to costs and
25 attorneys' fees and expenses against Defendants or the Released Parties arising from or related
26 to the Action, except those incurred to enforce this Agreement and collect the Judgment,
27 including but not limited to claims based on the California Labor Code, the California Civil
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1 Code, the California Code of Civil Procedure, the Fair Labor and Standards Act, or any other
2 statute or law (the “Class Counsel Released Claims”).

3 **D. Tax Liability.** Defendants make no representation as to the tax treatment or
4 legal effect of the payments called for in this Agreement, and Plaintiffs, Settlement Class
5 Members, and PAGA Members are not relying on any statement, representation, or calculation
6 by Defendants or by the Settlement Administrator in this regard. Plaintiffs, Settlement Class
7 Members, and PAGA Members understand and agree that except for Defendants’ payment of
8 the employer’s portion of any payroll taxes, they will be solely responsible for the payment of
9 any taxes and penalties assessed on the payments described herein.

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

12 **VI. NON-PUBLICITY PROVISION**

13 The Parties and their counsel agree that they will not issue any press releases, initiate
14 any contact with the press, respond to any press inquiry, or have any communication with the
15 press about the fact, amount, or terms of the Settlement. In addition, the Parties and their
16 counsel agree that they will not engage in any advertising or distribute any marketing materials
17 relating to the Settlement of this case in any manner that identifies the Defendants, including
18 but not limited to any postings on any websites maintained by Class Counsel. Neither Plaintiffs
19 nor Class Counsel will discuss the terms or the fact of the Settlement with third parties other
20 than (1) their immediate family members, (2) their respective accountants or lawyers as
21 necessary for tax purposes; or (3) other Class Members. Plaintiffs and Class Counsel agree not
22 to publish any of the terms or conditions of this Settlement in any manner that identifies the
23 Defendants. However, Class Counsel may identify this Settlement in other matters to
24 demonstrate their adequacy as counsel in such other matters.
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1 **VII. MISCELLANEOUS TERMS**

2 **A. No Effect on Other Benefits.** The Settlement Shares will not result in any
3 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus)
4 and shall not have any effect on the eligibility for, or calculation of, any employee benefit.
5 Plaintiffs and Class Members will be deemed to have waived all such claims, whether known
6 or unknown by them, as part of their release of claims under this Agreement.
7

8 **B. No Admission of Liability.** Defendants deny that they have engaged in any
9 unlawful activity, have failed to comply with the law in any respect, or have any liability to
10 anyone under the claims asserted in the Action. This Agreement is entered into solely for the
11 purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will
12 be construed as an admission of liability or wrongdoing by Defendants, or an admission by any
13 Plaintiff that any of his claims was non-meritorious or any defense asserted by Defendants was
14 meritorious. This Settlement and the fact that Plaintiffs and Defendants were willing to settle
15 the Action will have no bearing on, and will not be admissible in connection with, any litigation
16 (other than solely in connection with the Settlement).
17

18 **C.** Whether or not the Judgment becomes Final, neither the Settlement, this
19 Agreement, any document, statement, proceeding or conduct related to the Settlement or the
20 Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or
21 admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
22 Defendants or any other Released Parties, including, but not limited to, evidence of a
23 presumption, concession, indication or admission by any of the Released Parties of any
24 liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or
25 offered in evidence against any of the Released Parties, in any further proceeding in the Action,
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1 or any other civil, criminal or administrative action or proceeding except for purposes of
2 effectuating the Settlement pursuant to this Agreement.

3 **D. Integrated Agreement.** After this Agreement is signed and delivered by all
4 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
5 between the Parties relating to the Settlement, and it will then be deemed that no oral
6 representations, warranties, covenants, or inducements have been made to any Party concerning
7 this Agreement or its exhibits other than the representations, warranties, covenants, and
8 inducements expressly stated in this Agreement and its exhibits.

9
10 **E. Attorney Authorization.** Class Counsel and Defense Counsel warrant and
11 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
12 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
13 to effectuate its terms, and to execute any other documents required to effectuate the terms of
14 this Agreement. The Parties and their counsel will cooperate with each other and use their best
15 efforts to effect the implementation of the Settlement. In the event the Parties are unable to
16 reach agreement on the form or content of any document needed to implement the Agreement,
17 or on any supplemental provisions that may become necessary to effectuate the terms of this
18 Agreement, the Parties will seek the assistance of the Court, and in all cases, all such
19 documents, supplemental provisions and assistance of the court will be consistent with this
20 Agreement.
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22
23 **F. Use and Return of Documents and Data.** Upon written request from
24 Defendants, Class Counsel will return or destroy all originals, copies, and summaries of
25 documents and data provided to Class Counsel by Defendants in connection with the settlement
26 negotiations in this matter. Class Counsel will confirm in writing to Defendants the destruction
27
28

1 of all such documents and data within fourteen (14) days of such request.

2 **G. Modification of Agreement.** This Agreement, and all parts of it, may be
3 amended, modified, changed, or waived only by an express written instrument signed by all
4 Parties or their successors-in-interest.

5 **H. Agreement Binding on Successors.** This Agreement will be binding upon, and
6 inure to the benefit of, the successors of each of the Parties.

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

10 **J. Cooperation in Drafting.** The Parties have cooperated in the drafting and
11 preparation of this Agreement. This Agreement will not be construed against any Party on the
12 basis that the Party was the drafter or participated in the drafting.

13 **K. Fair Settlement.** The Parties and their respective counsel believe and warrant
14 that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have
15 arrived at this Agreement through arms-length negotiations, considering all relevant factors,
16 current and potential.

17 **L. Headings.** The descriptive heading of any section or paragraph of this
18 Agreement is inserted for convenience of reference only and does not constitute a part of this
19 Agreement.

20 **M. Notice.** All notices, demands or other communications given under this
21 Agreement will be in writing and deemed to have been duly given as of the third calendar day
22 after mailing by United States mail, addressed as follows:

23 *To Class Counsel:*
24 David G. Spivak, Esq.

25 *To Defense Counsel:*
26 Scott G. Lawson, Esq.

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The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069

Lisa G. Lawson, Esq.
Ian W. Forgie, Esq.
Lawson & Lawson, LLP
One Sansome Street
35th Floor
San Francisco, CA 94104

Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Agreement.

08 / 04 / 2022
Dated: July ____, 2022

By: 

CHARLES MIKICH

Dated: July ____, 2022

By: _____
JONATHON GORDON

Dated: July _____, 2022

By: _____
ALI BOZORGHADAD
CEO
For himself and for Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc., Hadad Petroleum, Inc., Bay Area Auto Care, Inc., Houtan Petroleum, Inc., and Green Planet Gas, Inc.

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Dated: July ____, 2022

By: _____
CHARLES MIKICH

07 / 19 / 2022

Dated: July ____, 2022

By:  _____
JONATHON GORDON

Dated: July _____, 2022

By: _____
ALI BOZORGHADAD
CEO
For himself and for Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc., Hadad Petroleum, Inc., Bay Area Auto Care, Inc., Houtan Petroleum, Inc., and Green Planet Gas, Inc.



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THE SPIVAK LAW FIRM

07 / 19 / 2022

Dated: July ____, 2022

By: David Spivak
DAVID G. SPIVAK, Attorneys for
Plaintiff, CHARLES MIKICH,
JONATHON GORDON, and all others
similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: July ____, 2022

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, CHARLES MIKICH,
JONATHON GORDON, and all others
similarly situated

LAWSON & LAWSON, LLP

Dated: July ____, 2022

By: _____
LISA G. LAWSON, Attorneys for
Defendants, SAYEH PETROLEUM,
INC., HEDIA PETROLEUM, INC.,
HADAD ENTERPRISE, INC.,
HADAD PETROLEUM, INC., BAY
AREA AUTO CARE, INC., HOUTAN
PETROLEUM, INC., GREEN
PLANET GAS, INC., and ALI
BOZORGHADAD (also known as ED
BOZORGHADAD also known as ED
HADAD)

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THE SPIVAK LAW FIRM

Dated: July ____, 2022

By: _____
DAVID G. SPIVAK, Attorneys for
Plaintiff, CHARLES MIKICH,
JONATHON GORDON, and all others
similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: July 19, 2022

By: 
WALTER L. HAINES, Attorneys for
Plaintiff, CHARLES MIKICH,
JONATHON GORDON, and all others
similarly situated

LAWSON & LAWSON, LLP

Dated: July ____, 2022

By: _____
LISA G. LAWSON, Attorneys for
Defendants, SAYEH PETROLEUM,
INC., HEDIA PETROLEUM, INC.,
HADAD ENTERPRISE, INC.,
HADAD PETROLEUM, INC., BAY
AREA AUTO CARE, INC., HOUTAN
PETROLEUM, INC., GREEN
PLANET GAS, INC., and ALI
BOZORGHADAD (also known as ED
BOZORGHADAD also known as ED
HADAD)

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Dated: July____, 2022

By: _____
CHARLES MIKICH

Dated: July___, 2022

By: _____
JONATHON GORDON

Dated: July 29, 2022

By: 
ALI BOZORGHADAD
CEO
For himself and for Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc., Hadad Petroleum, Inc., Bay Area Auto Care, Inc., Houtan Petroleum, Inc., and Green Planet Gas, Inc.

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THE SPIVAK LAW FIRM

Dated: July ____, 2022

By: _____
DAVID G. SPIVAK, Attorneys for
Plaintiff, CHARLES MIKICH,
JONATHON GORDON, and all others
similarly situated


UNITED EMPLOYEES LAW GROUP

Dated: July ____, 2022

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, CHARLES MIKICH,
JONATHON GORDON, and all others
similarly situated

LAWSON & LAWSON, LLP

Dated: July 21, 2022

By:  _____
LISA G. LAWSON, Attorneys for
Defendants, SAYEH PETROLEUM,
INC., HEDIA PETROLEUM, INC.,
HADAD ENTERPRISE, INC.,
HADAD PETROLEUM, INC., BAY
AREA AUTO CARE, INC., HOUTAN
PETROLEUM, INC., GREEN
PLANET GAS, INC., and ALI
BOZORGHADAD (also known as ED
BOZORGHADAD also known as ED
HADAD)

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EXHIBIT A

1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND**
2 **HEARING DATE FOR COURT APPROVAL**

3 *Charles Mikich, et al. v. Sayeh Petroleum, Inc., et al., Case No. CGC-20-582385*

4 **As a current or former hourly, non-exempt employee of Sayeh Petroleum, Inc., Hedia**
5 **Petroleum, Inc., Hadad Enterprise, Inc., Hadad Petroleum, Inc., Bay Area Auto Care,**
6 **Inc., Houtan Petroleum, Inc., Green Planet Gas, Inc., and Ali Bozorghadad, in California,**

7 CPT ID: <<CPT ID>>

Please provide current address (if different) here:

8 <<Name>>

9 <<Address1>>

10 <<Address2>>

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

12 **you may be entitled to receive money from a class action settlement.**

13 *The San Francisco County Superior Court has authorized this Class Notice.*
14 *This is not a solicitation from a lawyer.*

15 YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION
16 SETTLEMENT IF YOU ARE A CURRENT OR FORMER HOURLY, NON-EXEMPT
17 EMPLOYEE OF SAYEH PETROLEUM, INC., HEDIA PETROLEUM, INC., HADAD
18 ENTERPRISE, INC., HADAD PETROLEUM, INC., BAY AREA AUTO CARE, INC.,
19 HOUTAN PETROLEUM, INC., GREEN PLANET GAS, INC., AND ALI BOZORGHADAD
20 (ALSO KNOWN AS ED BOZORGHADAD ALSO KNOWN AS ED HADAD) IN THE
21 STATE OF CALIFORNIA BETWEEN JANUARY 16, 2016 AND PRELIMINARY COURT
22 APPROVAL OF THIS SETTLEMENT, OR SEPTEMBER 3, 2022, WHICHEVER IS
23 EARLIER.

24 A proposed settlement of \$1,600,000.00 (the "Gross Settlement Amount") will be used to pay
25 claims to: All persons Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc.,
26 Hadad Petroleum, Inc., Bay Area Auto Care, Inc., Houtan Petroleum, Inc., Green Planet Gas,
27 Inc., and Ali Bozorghadad (also known as Ed Bozorghadad also known as Ed Hadad) employed
28 in California as hourly, non-exempt employees during the "Class Period" of January 16, 2016 to
preliminary Court approval of this Settlement, or September 3, 2022, whichever is earlier (the
"Class Members"). The Gross Settlement Amount includes (a) expenses and fees of the
Settlement Administrator up to \$32,000.00; (b) an Class Representative Payment of \$25,000.00
to the Plaintiffs CHARLES MIKICH AND JONATHON GORDON (collectively "Plaintiffs" or
"Class Representatives") as the class representative; (c) attorneys' fees of up to \$533,333.00
and litigation expenses of up to \$35,000.00 to Class Counsel; and (d) \$50,000.00 allocated to
settle claims brought pursuant to the Private Attorneys General Act, California Labor Code
Section 2698, *et seq.* ("PAGA") (75% of which will go to the California Labor & Workforce
Development Agency ("LWDA") and 25% of which will go to Class Members). The Court
must approve these payments at the Final Approval Hearing.

- 1 • Defendants estimated for purposes of mediation that there are 27,498 workweeks worked by
2 the Class Members for the period of January 22, 2016 through May 6, 2022. For the
3 avoidance of doubt, the term “workweeks” shall mean weeks during which Class Members
4 actually performed work for or on behalf of Defendants. These numbers would be expected
5 to increase proportionately for the passage of time between that date and the time of court
6 approval. Before the Parties seek or a Party seeks court approval of the Settlement, the
7 Settlement Administrator will advise Plaintiffs’ counsel of Defendants’ report of the total
8 number of workweeks worked. The Settlement Administrator shall determine the total
9 number of workweeks worked by Class Members by counting the number of paychecks
10 issued by Defendants during the Class Period, as evidenced by Defendants’ payroll records,
11 a sampling of which was provided to EmployStats in connection with the Parties’ mediation
12 efforts, and multiplying that figure by two. If the workweeks worked as of the date the
13 Court approves the settlement exceed 28,960 workweeks worked by more than 10.00%, the
14 Gross Settlement Amount, including the attorneys fees to Class Counsel. will increase
15 proportionally according to the number of additional workweeks worked. For example, if
16 the number of workweeks as of the date the Court approves the settlement exceeds 28,960 by
17 11%, the Gross Settlement Amount, including the attorney fees to Class Counsel, shall
18 increase by 1%. If the workweeks worked as of the date the Court approves the settlement
19 exceeds 28,960 workweeks by more than 20.00%, Defendants shall have the option to (a)
20 vacate the Parties’ settlement and this Memorandum of Understanding shall be null and
21 void or (b) to cap the Class Period as of the date that the number of workweeks reaches but
22 does not exceed 31,856. This provision is the “Escalation Clause.”
- 23 • The settlement resolves a lawsuit entitled *Charles Mikich, et al. v. Sayeh Petroleum, Inc., et*
24 *al.*, Case No. CGC-20-582385 (the “Action”) for Defendants’ alleged failure to pay wages,
25 unauthorized and unlawful wage deductions, failure to provide meal periods, failure to
26 authorize and permit rest periods, failure to indemnify for business expenses, failure to
27 issue proper wage statements, failure to timely pay wages, failure to maintain required
28 payroll records, and other legal consequences that would follow from these failures,
including claims under California’s Business & Professions Code and PAGA. This
settlement avoids the costs and risks from continuing the Action, pays money to persons
like you, and releases Defendants from alleged liability.
- The Court has not made a determination of the validity of the claims in the Action.
Defendants deny any and all liability arising from any of the claims and contend that they
are not responsible for a failure to pay wages, unauthorized and unlawful wage deductions,
failure to provide meal periods, failure to authorize and permit rest periods, failure to
indemnify for business expenses, failure to issue proper wage statements, failure to timely
pay wages, failure to maintain required payroll records, or related wrongs, and fully
complied with all applicable laws.
- Class Members will receive a payment based on the number of Work Weeks, rounded up to
the nearest full Work Week, during the Class Period.

**PLEASE READ THIS ENTIRE CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

1 **HOW MUCH WILL I GET?**

2 You have a total number of <<number of Work Weeks>> Work Weeks during the Class
3 Period.

4 It is expected that you will receive approximately <<Individual Settlement Payment amount>>
from this Settlement.

5 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

6 DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
7 OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Action. However, you may not opt out of the PAGA Released Claims.
8 OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, CPT Group, Inc., about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court.
9 DISPUTE THE WORK WEEKS CALCULATION	If you feel that you worked a different amount of Work Weeks as an hourly, non-exempt employee than identified above, you may dispute that calculation by writing to the Settlement Administrator.
10 ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. If you timely file and serve a written objection, and if you also want to speak about your objection at the hearing, you should send a letter to the Settlement Administrator, CPT Group, Inc., providing notice of your intention to appear and speak at the hearing.

16 **IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT**

17 **1. Why did I get this Class Notice?**

18
19 You were sent this Class Notice because you have a right to know about the proposed
20 settlement in the Action and about all of your options before the Court rules on whether to
21 finally approve the settlement. If the Court approves the settlement, and after any objections
22 and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the
payments that the settlement allows. This Class Notice explains the Action, the proposed
settlement, your legal rights, and what benefits are available and how to receive them.

23 The Court in charge of this case is the San Francisco County Superior Court. The persons who
24 sued are called “Plaintiffs” and the organizations they sued are called “Defendants.”

25 **2. What is the Action about?**

26 In the Action, Plaintiffs Charles Mikich and Jonathon Gordon alleged multiple violations of the
27 California Labor Code, the California Business & Professions Code, and PAGA, including
causes of action for: failure to pay wages, unauthorized and unlawful wage deductions, failure

1 to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
2 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure
3 to maintain required payroll records, unfair competition under California’s Business &
Professions Code, and claims for civil penalties for violations of the PAGA.

4 3. Why is there a settlement?

5 The parties disagree on the probable outcome of the case with respect to liability, damages, and
6 how much money could be recovered if the Plaintiffs won at trial. Defendants believe the
7 Plaintiffs would not prevail if this case went to trial. The Court has not decided in favor of the
8 Plaintiffs or Defendants. There has been no trial in this case. Instead, both sides recognize the
9 risks, expenses, and disruption associated with continued litigation and they have therefore
10 chosen to resolve their differences by entering into a settlement. By doing so, the parties can
11 avoid the cost of a trial, yet Class Members are still entitled to receive payments if they comply
with the instructions in this Class Notice. The parties entered into this settlement after arms-
length negotiations while using the services of an experienced and neutral mediator. The
Plaintiffs and Class Counsel believe that the proposed settlement is fair and reasonable and is
in the best interest of the Class Members.

12 4. What is a class action settlement?

13 The Court must approve the terms of the proposed settlement as fair and reasonable. Once
14 approved, the settlement will affect all Class Members, except those who have properly opted
15 out. This Class Notice explains your legal rights, the terms of the settlement, what you must do
16 to participate, and the amount of money you may receive. Please read this entire Class Notice
carefully.

17 5. What should I do?

18 You can do nothing, and if you are entitled to a payment, you will be paid. Be mindful,
19 however, that if this Class Notice reaches you and the address where you now live is different,
20 you need to contact the Settlement Administrator and provide updated information so that any
future correspondence or the settlement check itself reaches you and is not returned as an
address unknown.

21 6. How much will my payment be?

22 After all fees, costs, and offsets are taken as set forth under the Settlement Agreement (which
23 is available for review), the remainder will be used to pay Class Members a pro-rata payment
24 based on the number of Work Weeks each Class Member worked during the Class Period and
25 PAGA Members a pro-rata payment based on the number of Work Weeks each PAGA
Member worked during the PAGA Period (“Pro-Rata Share”).

26 The Settlement Administrator shall determine by how many Work Weeks each such Class
27 Member has.

1 Your estimated payment is listed above, on page 4 of this document. If you do not dispute your
2 Work Weeks calculation, and do not opt out of the settlement, you will be bound by the
3 settlement and receive a settlement payment. **In other words, you do not need to take any
action to receive a settlement payment.**

4 If you wish to dispute the number of Work Weeks credited to you or anything else about your
5 employment status, you must write to the Settlement Administrator indicating what you believe
6 is incorrect and return it on or before <<date>> [60 days after initial mailing] via U.S. Mail
7 with proof of the submission date (such as a postmark or delivery service date stamp). You
8 may use the enclosed Work Weeks Dispute Form for this purpose. If the Settlement
9 Administrator re-mailed your Class Notice to a new address, you will have additional 15 days
10 from the date of the re-mailed Class Notice to write to the Settlement Administrator to dispute
11 your Work Weeks information. You must also send any documents or other information that
12 you contend supports your belief that the information set forth above is incorrect. The
13 Settlement Administrator will resolve any dispute based upon Defendants' records and any
14 information you provide. Please be advised that the information on this Notice is presumed to
15 be correct unless the documents you submit are company records from Defendants.

12 7. When would I get my payment?

13 The Court will hold a hearing on <<final approval hearing date>> at <<final approval hearing
14 time>> .m to decide whether to approve the proposed settlement. If the Court approves the
15 settlement and anyone objects, there may be appeals. It is always uncertain when these
16 objections and appeals can be resolved, and resolving them can take time. To check on the
17 progress of the settlement, call the Settlement Administrator at <<settlement administrator
18 phone number>>, or contact Class Counsel (see below for Class Counsel's contact
19 information.). Please be patient.

17 Defendants will pay the Gross Settlement Amount in two annual \$800,000.00 installments.
18 There will be two annual distributions of the Gross Settlement Amount. The parties do not
19 expect the final distribution to take place until December of 2023, so please be patient and, if
20 you change your address, advise the Settlement Administrator immediately.

20 You will have 180 days to cash your settlement check. If a mailed individual settlement
21 payment is not cashed by <<check cashing deadline>> (within 180 days of the date printed on
22 the check), all uncashed funds will be paid to the California State Controller's Office
23 Unclaimed Property Fund with the identity of the Class Member to whom the funds belong, to
24 be held for the Class Member.

24 8. What am I releasing?

25 If you do not exclude yourself from the settlement (according to the procedures explained
26 below), you will release certain claims as follows:

27 The Parties agree that it is their intent that the resolution set forth in this Settlement will
28 release and discharge the Released Claims by way of any further attempt, by lawsuit,

1 administrative claim or action, arbitration, demand, or other action of any kind by each
2 and all of the Settlement Class Members (including participation to any extent in any
3 representative or collective action) against the Released Parties. This release will not
4 take effect until Defendants have paid the Gross Settlement Amount in full per this
5 Settlement Agreement. All PAGA Members, regardless of whether they submit timely
and valid requests for exclusion from the Settlement, will release all Released Claims
under PAGA against the Released Parties. The State of California will also release all
Released Claims under PAGA against the Released Parties.

6 **“Released Claims”** shall mean all claims, rights, demands, liabilities and causes of
7 action that are alleged, or reasonably could have been alleged based on the facts and
8 claims during the period of January 16, 2016 through preliminary Court approval of this
9 Settlement, or September 3, 2022, whichever is earlier asserted in the Operative
10 Complaint and/or in the letter(s) sent by Plaintiffs to the LWDA concerning Defendants
11 and the other Released Parties, whether sounding in law or equity, tort, contract, statute,
12 or other applicable federal, state or local law or regulation, including but not limited to
13 the following claims: failure to pay wages, unauthorized and unlawful wage deductions,
14 failure to provide meal periods, failure to authorize and permit rest periods, failure to
15 indemnify for business expenses, failure to issue proper wage statements, failure to
16 timely pay wages, failure to maintain required payroll records, unfair business practices
17 that could have been premised on the claims, causes of action or legal theories of relief
18 described above or any of the claims, causes of action or legal theories of relief pleaded
19 in the Action, all claims under PAGA or for civil penalties that could have been
20 premised on the claims, causes of action or legal theories described above or any of the
21 claims, causes of action or legal theories of relief pleaded in the Action or Plaintiff’s
22 letter(s) to the LWDA, including but not limited to the California Code of Regulations
23 and to Labor Code sections 201, 202, 203, 204, 210, 221, 225.5, 226, 226.3, 226.7, 510,
24 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2699;
25 and any and all damages, restitution, disgorgement, civil penalties, statutory penalties,
26 taxes, interest or attorneys’ fees or costs resulting therefrom. Released Claims shall not
27 apply to claims for workers’ compensation benefits, unemployment insurance benefits,
28 or any other claim or right that as a matter of law cannot be waived or released. The
Parties acknowledge that Released Claims includes any claims for penalties by a PAGA
Member resulting from any LWDA investigation. The Parties will meet and confer in
good faith if the Court requires changes to the scope of the Released Claims.

22 **“Released Parties”** shall mean Defendants, and any of their former and present agents,
23 employees, servants, officers, directors, partners, trustees, representatives, shareholders,
24 stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations,
25 divisions, joint venturers, assigns, predecessors, successors, service providers, insurers,
26 consultants, subcontractors, joint employers, employee benefit plans and fiduciaries
27 thereof, affiliated organizations, and all persons acting under, by, through or in concert
28 with any of them, and each of them.

26 The release provisions of this Settlement will not take effect until Defendants have paid the
27 Gross Settlement Amount in full per this Settlement Agreement.

1
2 **9. How can I opt out of this settlement?**

3 You can opt out of this settlement and retain your rights. To do so, you must send a letter by
4 mail to the Settlement Administrator with the following sentence, or something similar, stating:
5 “I request to be excluded from the class action proceedings in the matter of *Charles Mikich, et*
6 *al. v. Sayeh Petroleum, Inc.*, Case No. CGC-20-582385.” You may use the enclosed “Election
7 not to Participate in Settlement Form” for this purpose. You will have 60 **days** from the date of
8 mailing of this Class Notice to do so. Your Opt-Out request must be in writing and mailed to
9 the Settlement Administrator, CPT Group, Inc., <<settlement administrator mailing address>>
10 and be postmarked no later than <<response deadline>>, or it will not be considered and you
11 will be bound by the settlement. If the Settlement Administrator re-mailed your Class Notice to
a new address, you will have additional 15 days from the date of the re-mailed Class Notice to
opt out. You must include your full name (and former names, if any) and address in your
request and you must sign the written request. However, you cannot opt-out of the PAGA
Released Claims and will receive your pro rate share of the PAGA Penalties whether or not
you opt of out of the settlement.

12 **10. Do I have a lawyer in this case?**

13 The Court has appointed David G. Spivak of The Spivak Law Firm, 8605 Santa Monica Bl,
14 PMB 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com,
15 and Walter L. Haines of United Employees Law Group, 4276 Katella Ave, Suite 301, Los
16 Alamitos, CA 90720, Telephone: (562) 256-1047, walter@uelglaw.com to represent you and
17 other Class Members in the Action. These lawyers are called Class Counsel. They will be
compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want
to be represented by your own lawyer, you may hire one at your own expense.

18 **11. How will the lawyers be paid?**

19 Subject to the Escalation Clause above, Class Counsel will ask the Court to award them fees of
20 approximately 33 and 1/3% (one-third) of the Gross Settlement Amount. Class Counsel will
21 also ask the Court to award them costs of not more than \$35,000.00 incurred in connection
with the Action. The Court may choose to award less than the amount requested by Class
Counsel.

22 **12. How do I tell the Court that I do not like the settlement?**

23 You can ask the Court to deny approval by objecting. You cannot ask the Court to order a
24 larger settlement; the Court can only approve or deny the settlement. If the Court denies the
25 settlement, no settlement payments will be sent out and the Action will continue. If that is what
you want to happen, you must object.

26 You may object to the proposed settlement in writing or in person. You may also appear at the
27 Final Approval Hearing, either in person or through your own attorney. If you appear through

1 your own attorney, you are responsible for paying that attorney. All written objections and
2 supporting papers should (a) clearly identify the case name and number (*Charles Mikich, et al.*
3 *v. Sayeh Petroleum, Inc.*, Case No. CGC-20-582385), (b) be submitted to the Settlement
4 Administrator by mailing them to the Settlement Administrator, CPT Group, Inc., <<settlement
5 administrator mailing address>>, and (c) be filed or postmarked on or before <<response
6 deadline>>. If the Settlement Administrator re-mailed your Class Notice to a new address, you
7 will have additional 15 days from the date of the re-mailed Class Notice to object. Class
8 Members may appear at the final approval hearing to be heard on their objections, even if they
9 have not previously served a written objection.

10 **13. When and where will the Court decide whether to approve the settlement?**

11 The Court will hold a fairness hearing on <<final approval hearing date>> at <<final approval
12 hearing time>> .m in Department 610 at the San Francisco County Superior Court, Civic
13 Center Courthouse, 400 McAlister Street, San Francisco, CA 94102-3680, (The Honorable
14 Garrett L. Wong presiding). At this hearing, the Court will consider whether the settlement is
15 fair, reasonable, and adequate. If there are objections that were properly made, the Court will
16 consider them. The Court will listen to people who have asked to speak at the hearing. The
17 Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court
18 will decide whether to approve the settlement. We do not know how long this decision will
19 take.

20 **14. Do I have to come to the hearing?**

21 No. Class Counsel will answer any questions that the Court may have. But, you are welcome to
22 come at your own expense. If you sent an objection, you do not have to come to Court to talk
23 about it. As long as you timely mailed your written objection, the Court will consider it. You
24 may also pay your own lawyer to attend, but it is not required.

25 **15. May I speak at the hearing?**

26 Regardless of whether you properly objected to the settlement, you may speak at the fairness
27 hearing.

28 **16. What happens if I do nothing at all?**

You will participate in the settlement and receive payment. You will be bound by the release as
set forth herein.

GETTING MORE INFORMATION

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel
or the Settlement Administrator if you would like more information about the case. You may
call <<settlement administrator phone number>> or write the Settlement Administrator, CPT
Group, Inc., located at <<settlement administrator mailing address>>.

1 You can also access the San Francisco County Superior Court's Online Services at
2 https://www._____, or by visiting the Clerk's Office at the San Francisco
3 County Superior Court, Civic Center Courthouse, 400 McAlister Street, San Francisco, CA
4 94102-3680), between __:0 a.m. and __:0 p.m., Monday through Friday, excluding Court
5 holidays.

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**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

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EXHIBIT B

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Mikich, et al. v. Sayeh Petroleum, Inc., et al.
Superior Court of the State of California, County of San Francisco, Case No. CGC-20-582385

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Mikich, et al. v. Sayeh Petroleum, Inc., et al. Class Action Settlement Administrator
c/o _____

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and *not* to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on _____.

Dated: _____ . _____
(Signature)

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WORK WEEK DISPUTE FORM

Superior Court of The State of California
For The County of San Francisco
Charles Mikich, et al. v. Sayeh Petroleum, Inc., et al., Case No. CGC-20-582385

Indicate Name/Address Changes, if any:

<<Name>> _____
<<Address>> _____
<<City>>, <<State>> <<Zip Code>> _____
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TO ALL PERSONS DEFENDANTS EMPLOYED AS HOURLY, NON-EXEMPT EMPLOYEE IN THE STATE OF CALIFORNIA AT ANY TIME BETWEEN JANUARY 16, 2016 AND PRELIMINARY COURT APPROVAL OF THIS SETTLEMENT, OR SEPTEMBER 3, 2022, WHICHEVER IS EARLIER.

The amount of your estimated Settlement Award is based upon the number of Eligible Work Weeks you worked between January 16, 2016 and preliminary Court approval of this Settlement, or September 3, 2022, whichever is earlier and Eligible Work Weeks you worked between January 16, 2019 and preliminary Court approval of this Settlement, or September 3, 2022, whichever is earlier. "Individual Class Work Weeks" are defined as any Work Week in which you worked at least one (1) day as an hourly, non-exempt employee of Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc., Hadad Petroleum, Inc., Bay Area Auto Care, Inc., Houtan Petroleum, Inc., Green Planet Gas, Inc., and Ali Bozorghadad, (also known as Ed Bozorghadad, Ed Ali Bozorghadad, and Ed Hadad) (collectively "Defendants") in California during the calendar week. "Individual PAGA Work Weeks" are defined as any Work Week in which you worked at least one (1) day as an hourly, non-exempt employee of Defendants in California during the calendar week during the period of January 16, 2019 through preliminary Court approval of this Settlement, or September 3, 2022, whichever is earlier. The number of Class and PAGA Work Weeks applicable to your claim are set forth below.

YOUR ELIGIBLE WORK WEEKS

Defendants' records indicate that you worked <<number of Work Weeks>> Work Weeks between January 16, 2016 and preliminary Court approval of this Settlement, or September 3, 2022, whichever is earlier and <<number of Work Weeks>> Work Weeks between January 16, 2019 through preliminary Court approval of this Settlement, or September 3, 2022, whichever is earlier.

YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE

Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This process may take six months or more. You will receive a Form W-2 reflecting the payment to you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the payment could vary, up or down.

If you wish to dispute the number of January 16, 2016 credited to you, or anything else about your employment status, you must complete and return this form by indicating what you believe is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to the Settlement Administrator via U.S. Mail with proof of the submission date (such as a postmark or delivery service date stamp). You must also send any documents or other information that you contend supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon Defendants' records and any information you provide. Please be advised that the information on this Work Weeks Dispute Form is presumed to be correct unless the documents you submit are company records from Defendants.

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UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK WEEKS, RECEIPT OF A SETTLEMENT AWARD, OR YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
(UNLIMITED JURISDICTION)

CHARLES MIKICH, JONATHON GORDON,
on behalf of themselves and all others similarly
situated, and as “aggrieved employees” on
behalf of other “aggrieved employees” under the
Labor Code Private Attorneys General Act of
2004,

Plaintiff(s),

vs.

SAYEH PETROLEUM, INC., a California
corporation; HEDIA PETROLEUM, INC., a
California corporation; HADAD ENTERPRISE
INC., a California corporation; HADAD
PETROLEUM, INC., a California corporation
BAY AREA AUTO CARE, INC., a California
corporation; HOUTAN PETROLEUM, INC., a
California corporation; GREEN PLANET GAS
INC., and ALI BOZORGHADAD, (also known
as ED BOZORGHADAD also known as
ED HADAD), an individual; and DOES 8–50
inclusive,

Defendant(s).

Case No. CGC-20-582385

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Action filed: January 22, 2020
Dept: 610, The Honorable Garrett
L. Wong

1 The Motion of Plaintiffs CHARLES MIKICH AND JONATHON GORDON
2 (collectively “Plaintiffs” or “Class Representatives”) for Preliminary Approval of a Class
3 Action Settlement (the “Motion”) was considered by the Court, The Honorable Garrett L.
4 Wong presiding. The Court having considered the Motion, the Joint Stipulation of Class
5 Action Settlement and Release of Claims (“Settlement” or “Settlement Agreement”), and
6 supporting papers, HEREBY ORDERS THE FOLLOWING:
7

8 1. The Court grants preliminary approval of the Settlement and the Settlement
9 Class based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for
10 Preliminary Approval. All terms herein shall have the same meaning as defined in the
11 Settlement. The Court has determined there is sufficient evidence to preliminarily determine
12 that (a) the terms of the Settlement appear to be fair, adequate, and reasonable to the
13 Settlement Class and (b) the Settlement falls within the range of reasonableness and appears to
14 be presumptively valid, subject only to any objections that may be raised at the final hearing
15 and final approval by this Court. The Court will make a determination at the hearing on the
16 motion for final approval of class action settlement (the “Final Approval Hearing”) as to
17 whether the Settlement is fair, adequate and reasonable to the Settlement Class.
18

19 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
20 all persons Defendants employed as hourly, non-exempt employees in California (collectively
21 “Class Members”), who worked anytime during the Class Period. The “Class Period” shall
22 mean the period of time from January 16, 2016, through preliminary Court approval of this
23 Settlement, or September 3, 2022, whichever is earlier. Defendants estimated for purposes of
24 mediation that there are 27,498 workweeks worked by the Class Members for the period of
25 January 22, 2016 through May 6, 2022. For the avoidance of doubt, the term “workweeks”
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1 shall mean weeks during which Class Members actually performed work for or on behalf of
2 Defendants. These numbers would be expected to increase proportionately for the passage of
3 time between that date and the time of court approval. Before the Parties seek or a Party seeks
4 court approval of the Settlement, the Settlement Administrator will advise Plaintiffs' counsel
5 of Defendants' report of the total number of workweeks worked. The Settlement
6 Administrator shall determine the total number of workweeks worked by Class Members by
7 counting the number of paychecks issued by Defendants during the Class Period, as evidenced
8 by Defendants' payroll records, a sampling of which was provided to EmployStats in
9 connection with the Parties' mediation efforts, and multiplying that figure by two. If the
10 workweeks worked as of the date the Court approves the settlement exceed 28,960 workweeks
11 worked by more than 10.00%, the Gross Settlement Amount will increase proportionally
12 according to the number of additional workweeks worked. For example, if the number of
13 workweeks as of the date the Court approves the settlement exceeds 28,960 by 11%, the Gross
14 Settlement Amount shall increase by 1%. If the workweeks worked as of the date the Court
15 approves the settlement exceeds 28,960 workweeks by more than 20.00%, Defendants shall
16 have the option to (a) vacate the Parties' settlement and this Memorandum of Understanding
17 shall be null and void or (b) to cap the Class Period as of the date that the number of
18 workweeks reaches but does not exceed 31,856.

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21 3. The "Effective Date" means as follows: If no objection to this Settlement or to
22 any of the terms and or conditions of the Settlement are filed by any of the Plaintiffs, another
23 member of the Settlement class, or any intervenor to this Lawsuit, the Effective Date shall
24 occur on the day that the Court enters an order of final approval of this Settlement; however, if
25 any objection to this Settlement or to any of the terms and or conditions of the Stipulation is
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1 filed by a member of the Settlement class, or any intervenor to this Lawsuit, the Effective Date
2 shall occur upon the expiration of the time for the filing any appeal of the order of final
3 approval of this Settlement. If an appeal is filed or any writ granted, then the Effective Date
4 shall occur after the appeal has been dismissed or the writ dissolved and when there is no
5 further time to appeal the dismissal of the appeal or the dissolution of the writ. The occurrence
6 of the Effective Date is a prerequisite to any obligation of Defendants to pay any funds into the
7 Settlement Account.
8

9 4. This action is provisionally certified pursuant to section 382 of the California
10 Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class
11 action for purposes of settlement only with respect to the proposed Settlement Class.
12

13 5. The Court hereby preliminarily finds that the Settlement was the product of
14 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In
15 making this preliminary finding, the Court considered the nature of the claims set forth in the
16 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement,
17 the allocation of Settlement proceeds to the Settlement Class, and the fact that the Settlement
18 represents a compromise of the Parties' respective positions. The Court further preliminarily
19 finds that the terms of the Settlement have no obvious deficiencies and do not improperly
20 grant preferential treatment to any individual Class Member. Accordingly, the Court
21 preliminarily finds that the Settlement was entered into in good faith.
22

23 6. The Court finds that the dates set forth in the Settlement for mailing and
24 distribution of the Class Notice meet the requirements of due process and provide the best
25 notice practicable under the circumstances, and constitute due and sufficient notice to all
26 persons entitled thereto, and directs the mailing of the Class Notice by first class mail to the
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1 Settlement Class as set forth in the Settlement. Accordingly, the Court orders the following
2 implementation schedule for further proceedings:

3 a. By _____, Defendants shall provide
4 _____, the appointed Settlement Administrator,
5 with: (a) An electronic database of all Class Members, last known mailing
6 address, Social Security number and Defendants' employee identification
7 number ("Class Members' Data"); and (b) Corresponding to each Class
8 Member's name, Defendants shall provide a figure indicating the total
9 number of Work Weeks during the Class Period and the PAGA Period in
10 which Defendants employed the Class Member. That number of Work
11 Weeks shall be referred to as that Class Member's "Individual Work
12 Weeks;" (c) If any of the Class Members' Data are unavailable to
13 Defendants, Defendants will so inform Class Counsel and the Parties will
14 make their best efforts to reconstruct or otherwise agree upon the Class
15 Members' Data prior to when it must be submitted to the Settlement
16 Administrator. Class Members' Data will otherwise remain confidential and
17 will not be disclosed to anyone, except as necessary to applicable taxing
18 authorities, or pursuant to Defendants' express written authorization or by
19 order of the Court.

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23 b. **Mailing of Class Notice.** By _____, approximately
24 fourteen (14) days after receiving the Class Members' Data, or as soon
25 thereafter as it can do so, the Settlement Administrator will mail the Class
26 Notice to all identified Class Members via first-class U.S. mail using the
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1 mailing address information provided by Defendants, unless modified by
2 any updated address information that the Settlement Administrator obtains
3 in the course of administration of the Settlement.

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5 c. **Returned Class Notice.** If a Class Notice is returned because of an
6 incorrect address, the Settlement Administrator will promptly, and not later
7 than ten (10) days from receipt of the returned Class Notice, search for a
8 more current address for the Class Member and re-mail the Class Notice to
9 the Class Member. The Settlement Administrator will use the Class
10 Members' Data and otherwise work with Defendants' Counsel and Class
11 Counsel to find a more current address. The Settlement Administrator will
12 be responsible for taking reasonable steps, consistent with its agreed-upon
13 job parameters, court orders, and fee, to trace the mailing address of any
14 Class Member for whom a Class Notice is returned as undeliverable by the
15 U.S. Postal Service. These reasonable steps shall include the tracking of all
16 undelivered mail; performing address searches for all mail returned without
17 a forwarding address; and promptly re-mailing to Class Members for whom
18 new addresses are found. If the Class Notice is re-mailed, the Settlement
19 Administrator will note for its own records and notify Class Counsel and
20 Defendants' Counsel of the date and address of each such re-mailing as part
21 of a weekly status report provided to the Parties.
22

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24 d. **Declaration of Settlement Administrator.** Not later than twenty-one (21)
25 court days prior to the Final Approval Hearing, the Settlement
26 Administrator will provide the Parties for filing with the Court a declaration
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1 of due diligence setting forth its compliance with its obligations under this
2 Agreement. Prior to the Final Approval Hearing, the Settlement
3 Administrator will supplement its declaration of due diligence if any
4 material changes occur from the date of the filing of its prior declaration.

5 **e. Requests for Exclusion from Settlement; and Objections to Settlement.**

6 Class Members may submit requests to be excluded from the effect of the
7 Settlement, or objections to the Settlement, pursuant to the following
8 procedures:
9

- 10 i. **Request for Exclusion from Settlement.** A Class Member may
11 request to be excluded from the effect of this Agreement, though not
12 the PAGA Released Claims, and any payment of amounts under this
13 Agreement, though not the PAGA Payment, by timely mailing a
14 letter to the Settlement Administrator stating that the Class Member
15 wants to be excluded from this Action. This letter must include the
16 Class Member’s name, address, telephone number, and signature.
17 To be valid and timely, the request to be excluded must be
18 postmarked by the date specified in the Class Notice
19 (_____, or 60 days from the initial mailing of the Class
20 Notice by the Settlement Administrator). A Class Member who
21 properly submits a valid and timely request to be excluded from the
22 Action shall not receive any payment of any kind in connection with
23 this Agreement or this Action, shall not be bound by or receive any
24 benefit of this Agreement, and shall have no standing to object to
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the Settlement. A request for exclusion must be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the request for exclusion to counsel for the Parties as follows:

To Class Counsel:

David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069

To Defense Counsel:

Scott G. Lawson, Esq.
Lawson & Lawson, LLP
One Sansome Street
35th Floor
San Francisco, CA 94104

ii. **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Action and who wishes to object to the Settlement should submit an objection in writing to the Settlement Administrator by _____, or 60 days after the Settlement Administrator mails the Class Notice, a written objection to the Settlement which sets forth the grounds for the objection and the other information required by this paragraph. The objection should be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the objections to counsel for the Parties as follows:

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To Class Counsel:

David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069

To Defense Counsel:

Scott G. Lawson, Esq.
Lawson & Lawson, LLP
One Sansome Street
35th Floor
San Francisco, CA 94104

The written objection should state the objecting Class Member’s full name, address, and the approximate dates of his or her employment with Defendants. The written objection should state the basis for each specific objection and any legal support in clear and concise terms. The written objection also should state whether the Class Member intends to formally intervene and become a party of record in the action, and upon formally intervening, appear and argue at the Final Approval Hearing. However, the objectors will be provided with the opportunity to speak at the final approval hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand.

If the objecting Class Member does not formally intervene in the action and/or the Court rejects the Class Member’s objection, the Class Member may still be bound by the terms of this Agreement.

- f. **Report.** Not later than fourteen (14) days after the deadline for submission of requests for exclusion, the Settlement Administrator will provide the Parties with a complete and accurate list of all Class Members who sent timely requests to be excluded from the Action and all Class Members who objected to the settlement.

1 7. The Court approves, as to form and content, the Class Notice in substantially
2 the form attached as Exhibit A to the Settlement, the Exclusion Request form in substantially
3 the form attached as Exhibit B to the Settlement, and the Work Weeks Dispute form in
4 substantially the form attached as Exhibit C to the Settlement.

5 8. The Court approves, for settlement purposes only, David G. Spivak of The
6 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

7 9. The Court approves, for settlement purposes only, Plaintiffs Charles Mikich
8 and Jonathon Gordon as the Class Representatives.

9 10. The Court approves CPT Group, Inc. as the Settlement Administrator.

10 11. The Court preliminarily approves Class Counsel's request for attorneys' fees
11 and costs subject to final review by the Court.

12 12. The Court preliminarily approves the estimated Settlement Administrator costs
13 payable to the Settlement Administrator subject to final review by the Court.

14 13. The Court preliminarily approves Plaintiff's Class Representative Payment
15 subject to final review by the Court.

16 14. A Final Approval Hearing shall be held on _____ at _____**.m.** in
17 Department 610 of the Superior Court for the State of California, County of San Francisco,
18 located at the Civic Center Courthouse, 400 McAlister Street, San Francisco, CA 94102-3680
19 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily
20 approved by this Preliminary Approval Order, and to consider the application of Class
21 Counsel for attorneys' fees and costs and the Class Representative Payment to the Class
22 Representative. The notice of motion and all briefs and materials in support of the motion for
23 final approval of class action settlement and motion for attorneys' fees and litigation costs
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1 shall be served and filed with this Court on or before _____.

2 15. If for any reason the Court does not execute and file a final approval order and
3 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,
4 the proposed Settlement that is the subject of this order, and all evidence and proceedings had
5 in connection therewith, shall be without prejudice to the status quo ante rights of the Parties
6 to the litigation, as more specifically set forth in the Settlement.
7

8 16. The Court expressly reserves the right to adjourn or continue the Final
9 Approval Hearing from time to time without further notice to members of the Class. The
10 Plaintiffs shall give prompt notice of any continuance to Settlement Class Members who
11 object to the Settlement.

12 **IT IS SO ORDERED.**

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DATE

15 _____
**THE HONORABLE GARRETT L.
16 WONG
17 SUPERIOR COURT JUDGE**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
(UNLIMITED JURISDICTION)

CHARLES MIKICH, JONATHON GORDON,
on behalf of themselves and all others similarly
situated, and as “aggrieved employees” on
behalf of other “aggrieved employees” under the
Labor Code Private Attorneys General Act of
2004,

Plaintiff(s),

vs.

SAYEH PETROLEUM, INC., a California
corporation; HEDIA PETROLEUM, INC., a
California corporation; HADAD ENTERPRISE,
INC., a California corporation; HADAD
PETROLEUM, INC., a California corporation;
BAY AREA AUTO CARE, INC., a California
corporation; HOUTAN PETROLEUM, INC., a
California corporation; GREEN PLANET GAS,
INC., and ALI BOZORGHADAD, also known
as ED BOZORGHADAD, also known as ED
HADAD, an individual; and DOES 8–50,
inclusive,

Defendant(s).

Case No. CGC-20-582385

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Action filed: January 22, 2020
Dept: 610, The Honorable Garrett
L. Wong

1 This matter came on for hearing on _____ at _____m. in
2 Department 610 of the above-captioned court on the Motion of Plaintiffs Charles Mikich and
3 Jonathon Gordon (collectively “Plaintiffs” or “Class Representatives”) for Final Approval of a
4 Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the
5 Joint Stipulation of Class Action Settlement and Release of Claims (the “Settlement”) filed
6 herewith which provides for a Gross Settlement Amount (“GSA”) of up to \$1,600,000.00 in
7 compromise of all disputed claims on behalf of all persons hourly, non-exempt employees in
8 California at any time during the period of January 16, 2016 to preliminary Court approval of
9 this Settlement, or September 3, 2022, whichever is earlier (“Settlement Class Period”). All
10 capitalized terms used herein shall have the same meaning as defined in the Settlement.
11

12 In accordance with the Court’s prior Order Granting Preliminary Approval of Class
13 Action Settlement, Class Members have been given notice of the terms of the Settlement and
14 the opportunity to submit a claim, request exclusion, comment upon or object to it or to any of
15 its terms. Having received and considered the Settlement, the supporting papers filed by the
16 Parties, and the evidence and argument received by the Court in conjunction with the motions
17 for preliminary and final approval of the Settlement, the Court grants final approval of the
18 Settlement and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE
19 FOLLOWING DETERMINATIONS¹:
20

21 1. The Court has jurisdiction over the subject matter of the Action and over all
22 Parties to the Action, including all Class Members. Pursuant to this Court’s Order Granting
23 Preliminary Approval of Class Action Settlement of _____, the Class Notice was sent
24 _____
25

26 ¹ A true and correct copy of the Court’s ruling on the Motion for Final Approval of Class
27 Action Settlement entered on _____ is attached hereto as **Exhibit A** and
28 incorporated by reference. A true and correct copy of the Court’s Minute Order dated
_____ is attached hereto as **Exhibit B** and incorporated by reference.

1 to each Class Member by First Class U.S. mail. The Class Notice informed Class Members of
2 the terms of the Settlement, their right to receive their proportional share of the Settlement,
3 their right to request exclusion, their right to comment upon or object to the Settlement, and
4 their right to appear in person or by counsel at the final approval hearing and be heard
5 regarding final approval of the Settlement. Adequate periods of time were provided by each of
6 these procedures. No member of the Settlement Class presented written objections to the
7 proposed Settlement as part of this notice process, stated an intention to appear, or actually
8 appeared at the final approval hearing.
9

10 2. For purposes of this Final Order and Judgment, the Class Members are all
11 persons Defendants employed as hourly, non-exempt employees in California during the Class
12 Period. at any time during the period of January 16, 2016 to preliminary Court approval of this
13 Settlement, or September 3, 2022, whichever is earlier (“Settlement Class Period”).
14

15 3. The Court finds and determines that the notice procedure afforded adequate
16 protections to Class Members and provides the basis for the Court to make an informed
17 decision regarding final approval of the Settlement based on the responses of Class Members.
18 The Court finds and determines that the notice provided in this case was the best notice
19 practicable, which satisfied the requirements of law and due process as to all persons entitled to
20 such notice.
21

22 **Release by Plaintiffs and Class Members.** The Parties agree that it is their intent that
23 the resolution set forth in this Settlement will release and discharge the Released Claims by
24 way of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or
25 other action of any kind by each and all of the Settlement Class Members (including
26 participation to any extent in any representative or collective action) against the Released
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1 Parties. This release will not take effect until Defendants have paid the Gross Settlement
2 Amount in full per this Settlement Agreement. All PAGA Members, regardless of whether they
3 submit timely and valid requests for exclusion from the Settlement, will release all Released
4 Claims under PAGA against the Released Parties. The State of California will also release all
5 Released Claims under PAGA against the Released Parties. “Released Claims” shall mean all
6 claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could
7 have been alleged based on the facts and claims during the period of January 16, 2016 through
8 preliminary Court approval of this Settlement, or September 3, 2022, whichever is earlier
9 asserted in the Operative Complaint and/or in the letter(s) sent by Plaintiffs to the LWDA
10 concerning Defendants and the other Released Parties, whether sounding in law or equity, tort,
11 contract, statute, or other applicable federal, state or local law or regulation, including but not
12 limited to the following claims: failure to pay wages, unauthorized and unlawful wage
13 deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure
14 to indemnify for business expenses, failure to issue proper wage statements, failure to timely
15 pay wages, failure to maintain required payroll records, unfair business practices that could
16 have been premised on the claims, causes of action or legal theories of relief described above or
17 any of the claims, causes of action or legal theories of relief pleaded in the Action, all claims
18 under PAGA or for civil penalties that could have been premised on the claims, causes of
19 action or legal theories described above or any of the claims, causes of action or legal theories
20 of relief pleaded in the Action or Plaintiff’s letter(s) to the LWDA, including but not limited to
21 the California Code of Regulations and to Labor Code sections 201, 202, 203, 204, 210, 221,
22 225.5, 226, 226.3, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802,
23 and 2699; and any and all damages, restitution, disgorgement, civil penalties, statutory
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1 penalties, taxes, interest or attorneys' fees or costs resulting therefrom. Released Claims shall
2 not apply to claims for workers' compensation benefits, unemployment insurance benefits, or
3 any other claim or right that as a matter of law cannot be waived or released. The Parties
4 acknowledge that Released Claims includes any claims for penalties by a PAGA Member
5 resulting from any LWDA investigation. The Parties will meet and confer in good faith if the
6 Court requires changes to the scope of the Released Claims. **"Released Parties"** shall mean
7 Defendants, and any of their former and present agents, employees, servants, officers, directors,
8 partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries,
9 equity sponsors, related corporations, divisions, joint venturers, assigns, predecessors,
10 successors, service providers, insurers, consultants, subcontractors, joint employers, employee
11 benefit plans and fiduciaries thereof, affiliated organizations, and all persons acting under, by,
12 through or in concert with any of them, and each of them.

15 2. The Court further finds and determines that the terms of the Settlement are fair,
16 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
17 provisions of the Settlement, including the release of claims contained therein, should be and
18 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
19 according to its terms. As of the Effective Date of Settlement, and for the duration of the
20 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
21 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
22 against the Released Parties as fully set forth in the Settlement. No objections were received by
23 the Parties or the Court through the date of this Final Order and Judgment. The Court finds
24 _____ Class Member(s)—_____—submitted a request for exclusion from the
25 Settlement as determined by the Settlement Administrator and therefore is/are not in the
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1 Settlement Class.

2 3. The Court finds and determines that (a) the Settlement Shares to be paid to
3 Participating Class Members and (b) the LWDA payment as civil penalties under the California
4 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code
5 sections 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court
6 hereby grants final approval to, and orders the payment of, those amounts be made to the
7 Participating Class Members and to the California Labor & Workforce Development Agency
8 (“LWDA”), in accordance with the terms of the Settlement.

10 4. The Court further grants final approval to and orders that the following
11 payments be made in accordance with the terms of the Settlement:

12 a. Class Counsel fees & costs of \$533,333.00 in attorneys’ fees and
13 \$35,000.00 in litigation costs to Class Counsel;

14 b. \$25,000.00 as a Class Representative Payment award payable to each
15 Plaintiff for his service as a Class Representative;

16 c. \$32,000.00 in costs of the Settlement Administrator payable to CPT
17 Group, Inc. for its services as the Settlement Administrator; and

18 d. Payment of \$37,500.00 (75% of the (\$50,000.00 PAGA penalty) to the
19 LWDA.
20

21 7. The settlement shall proceed as directed in the Settlement, and no payments
22 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement.
23 Without affecting the finality of this Final Order and Judgment in any way, the Court retains
24 jurisdiction of all matters relating to the interpretation, administration, implementation,
25 effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to
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1 California Rule of Court 3.769(h).

2 8. Within ten (10) calendar days of the Effective Date of Settlement and pursuant
3 to the Settlement's installment payment plan, Defendants shall begin to deposit the Settlement
4 proceeds in an account designated by the Settlement Administrator: (i) the total amount of all
5 Settlement Shares to Participating Class Members, (ii) the Court approved Class Counsel fees
6 & costs, (iii) the Court-approved Class Representative Payment, (iv) the Court-approved costs
7 of the Settlement Administrator, and (v) the payment to the LWDA.

9 9. Defendants' payment of such sums shall be the sole financial obligation of
10 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
11 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
12 expenses.

13 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall
14 have one hundred and eighty (180) days from the date of the check's issuance to cash their
15 Settlement Share check. After the expiration of the 180-day period, on Defendants' behalf, the
16 Settlement Administrator shall remit any amounts from Voided Settlement Checks and
17 otherwise unclaimed (the "Residue"), plus interest on the Residue at the legal rate of interest
18 from the date of entry of the initial judgement to the California Unclaimed Property Fund.

19 11. The Parties shall file a final accounting report by _____. A non-
20 appearance case review re submission of a final report is scheduled for _____ at
21 _____ **.m. in Department 610**. The Parties shall also prepare and file a stipulation and
22 proposed order and proposed Amended Final Order and Judgment by _____ which
23 includes the amount of distribution of unpaid cash Residue, and unclaimed or abandoned funds
24 to the non-party, the accrued interest on that sum. The stipulation shall be signed by counsel for
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1 the class and defense counsel in accord with the proposed Amended Final Order and Judgment.
2 If there are objections by any party or non-party, class counsel shall immediately notify the
3 Court and the matter will be set for further hearing. A non-appearance hearing for the lodging
4 of the stipulation and proposed order and separate amended judgment is scheduled for
5 _____ at _____ .m. in Department 610.

6
7 12. Nothing in this Final Order and Judgment shall preclude any action to enforce
8 the Parties' obligations under the Settlement or hereunder, including the requirement that
9 Defendants deposit funds for distribution by the Settlement Administrator to Participating Class
10 Members in accordance with the Settlement.

11 13. The Court hereby enters final judgment in this case in accordance with the terms
12 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this
13 Final Order and Judgment.

14 14. The Parties are hereby ordered to comply with the terms of the Settlement.

15 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
16 provided by the Settlement and this Final Order and Judgment.

17 16. The Settlement is not an admission by Defendants nor is this Final Order and
18 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
19 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be
20 used as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final
21 Order and Judgment, the Settlement, any document referred to herein, any exhibit to any
22 document referred to herein, any action taken to carry out the Settlement, nor any negotiations
23 or proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or
24 an admission or concession with regard to, the denials or defenses of Defendants, and shall not
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1 be offered in evidence in any proceeding against the Parties hereto in any Court, administrative
2 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
3 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
4 and any other papers and records on file in the Action may be filed in this Court or in any other
5 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
6 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
7 the Released Claims.
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9 17. This document shall constitute a Judgment for purposes of California Rule of
10 Court 3.769(h).

11 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

12
13
14 _____
15 **DATE**

14 _____
15 **THE HONORABLE GARRETT L.**
16 **WONG**
17 **SUPERIOR COURT JUDGE**