

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com

2 LAUREN DAVIS (SBN 294115)
lauren@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

PMB 42554

5 West Hollywood, CA 90069

Telephone: (213) 725-9094

6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff(s),

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

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN FRANCISCO**

12 **(UNLIMITED JURISDICTION)**

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

17 *Plaintiff(s),*

18 vs.

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

28 *Defendant(s).*

Case No. CGC-20-582385

**FIRST AMENDED 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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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
8605 Santa Monica Blvd., PMB 63354
West Hollywood, CA 90069
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 First Amended Joint Stipulation of Class Action Settlement and Release of Claims
2 (“Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiffs
3 CHARLES MIKICH AND JONATHON GORDON (collectively “Plaintiffs” or “Class
4 Representatives”), individually and on behalf of all putative class members, on the one hand, and
5 Defendants Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc., Hadad
6 Petroleum, Inc., Bay Area Auto Care, Inc., Houtan Petroleum, Inc., Green Planet Gas, Inc., and
7 Ali Bozorghadad (also known as ED BOZORGHADAD also known as 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 other
13 terms defined elsewhere in the Agreement:

14 **A. “Action”** shall mean collectively (A) The first lawsuit, originally filed on January
15 22, 2020 and entitled Charles Mikich v. Sayeh Petroleum, Inc., San Francisco County Superior
16 Court No. CGC-20-582385 and amended on May 11, 2020 to include claims pursuant to the
17 Private Attorneys General Act (“PAGA”) and (2) the second lawsuit, originally filed on August
18 4, 2021 and entitled Jonathon Gordon v. Sayeh Petroleum, Inc., San Francisco County Superior
19 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 confirmed through the Settlement Administrator that as of September 3, 2022, there
23 were approximately 981 members with 46,844 Work Weeks.

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-filing
6 investigation, their filing of the Action and all related litigation activities, this Settlement, and all
7 post-Settlement compliance procedures.

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

11 **F. “Class Period”** shall mean the period of time from January 16, 2016 through
12 October 31, 2022.

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’ fees
16 and expenses in the event he was unsuccessful in the prosecution of the Action.

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

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

22 **J. “Effective Date”** is defined as follows: If no objection to this Settlement or to any
23 of the terms and or conditions of the Settlement are filed by any of the Plaintiffs, another member
24 of the Settlement class, or any intervenor to this Lawsuit, the Effective Date shall occur on the
25 day that the Court enters an order of final approval of this Settlement; however, if any objection
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1 to this Settlement or to any of the terms and or conditions of the Stipulation is filed by a member
2 of the Settlement class, or any intervenor to this Lawsuit, the Effective Date shall occur upon the
3 expiration of the time for the filing any appeal of the order of final approval of this Settlement.

4 If an appeal is filed or any writ granted, then the Effective Date shall occur after the appeal has
5 been dismissed or the writ dissolved and when there is no further time to appeal the dismissal of
6 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 Two
11 Million Dollars and Zero Cents (\$2,000,000.00) payable by Defendants as provided by this
12 Agreement. The Gross Settlement Amount is non-reversionary; no portion of the Gross
13 Settlement Amount will return to Defendants. Defendants’ employer-side payroll taxes arising
14 from the payments made under this Settlement will be paid by Defendants separate from and in
15 addition to the Gross Settlement Amount. The Gross Settlement Amount is inclusive of all
16 amounts to be paid to Class Members, attorney fees, costs, enhancement awards to the named
17 Plaintiffs, PAGA penalties to both the California Labor and Workforce Development Agency
18 (“LWDA”) and allegedly aggrieved employees, and Settlement Administration expenses. With
19 the exception of the operation of the Escalator Clause below, under no circumstances will
20 Defendants’ settlement payment exceed the Gross Settlement Amount.
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23 **M. “Judgment”** shall mean the Order of Final Judgment entered by the Court that
24 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in
25 this Action.

26 **N. “Net Settlement Amount”** shall mean \$2,000,000.00 payable by Defendants
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1 pursuant to this Settlement, less:

- 2 1. the Class Representative Payments approved by the Court;
- 3 2. the Class Counsel Fees Payment (one-third or 33 and 1/3% of Gross
4 Settlement Amount) and the Class Counsel Litigation Expenses Payment (of not more than
5 \$35,000.00) approved by the Court;
- 6 3. the Settlement Administrator’s reasonable fees and expenses approved by
7 the Court (not to exceed \$32,000.00);
- 8 4. the amount of \$50,000.00 as PAGA Penalties for the PAGA claim, of
9 which \$12,500.00 will be paid to the PAGA Members and \$37,500.00 will be paid to the LWDA;
- 10 5. any other fees or expenses (other than attorneys’ fees and expenses)
11 incurred by Plaintiffs in implementing the terms and conditions of this Agreement as approved
12 by the Court.
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14 **O.** “**PAGA**” means the California Labor Code Private Attorneys General Act of
15 2004 (Lab. Code §§ 2698, *et seq.*).

16 **P.** “**PAGA Members**” means all individuals Defendants employed in California as
17 hourly, non-exempt employees during the PAGA Period.
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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 of
23 Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), which is 75% of the
24 PAGA Penalties. Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), 25% of
25 the PAGA Penalties, will remain in the Net Settlement Amount for distribution pro rate to PAGA
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1 Members as described in this agreement. PAGA Members will receive payment from the
2 employee portion of the PAGA Penalties regardless of whether they submit a request for
3 exclusion if the PAGA Penalties are approved by the Court.

4 **R. “PAGA Period”** shall mean January 16, 2019 through October 31, 2022.

5 **S. “Participating Class”** or **“Participating Class Members”** shall mean all
6 Settlement Class members who do not submit a valid and timely letter requesting to be excluded
7 from the Settlement, consistent with the terms set forth in this Settlement Agreement.

8 **T. “Preliminary Approval of the Settlement”** shall mean the Court’s preliminary
9 approval of the Settlement without material change.

10 **U. “Released Claims”** shall mean all claims, rights, demands, liabilities and causes
11 of action that are alleged, or reasonably could have been alleged based on the facts and claims
12 during the period of January 16, 2016 through October 31, 2022 asserted in the Operative
13 Complaint and/or in the letter(s) sent by any Plaintiff to the LWDA concerning Defendants and
14 the other Released Parties, whether sounding in law or equity, tort, contract, statute, or other
15 applicable federal, state or local law or regulation, including but not limited to the following
16 claims: failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal
17 periods, failure to authorize and permit rest periods, failure to indemnify for business expenses,
18 failure to issue proper wage statements, failure to timely pay wages, failure to maintain required
19 payroll records, unfair business practices that could have been premised on the claims, causes of
20 action or legal theories of relief described above or any of the claims, causes of action or legal
21 theories of relief pleaded in the Action, all claims under PAGA or for civil penalties that could
22 have been premised on the claims, causes of action or legal theories described above or any of
23 the claims, causes of action or legal theories of relief pleaded in the Action or Plaintiff’s letter(s)
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1 to the LWDA, including but not limited to the California Code of Regulations and to Labor Code
2 sections 201, 202, 203, 204, 210, 221, 225.5, 226, 226.3, 226.7, 510, 511, 512, 558, 1174, 1174.5,
3 1194, 1197, 1197.1, 1198, 2802, and 2699, and any and all damages, restitution, disgorgement,
4 civil penalties, statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom.
5 Released Claims shall not apply to claims for workers' compensation benefits, unemployment
6 insurance benefits, or any other claim or right that as a matter of law cannot be waived or released.
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8 The Parties acknowledge that Released Claims includes any claims for penalties by a PAGA
9 Member resulting from any LWDA investigation. The Parties will meet and confer in good faith
10 if the Court requires changes to the scope of the Released Claims.

11 **V. "Released Parties"** shall mean Defendants, and any of their former and present
12 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
13 stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations, divisions,
14 joint venturers, assigns, predecessors, successors, service providers, insurers, consultants,
15 subcontractors, joint employers, employee benefit plans and fiduciaries thereof, affiliated
16 organizations, and all persons acting under, by, through or in concert with any of them, and each
17 of them.

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19 **W. "Response Deadline"** shall mean the date 60 days after the Settlement
20 Administrator mails the Class Notice to Class Members, which is the last date on which Class
21 Members may submit Exclusion Requests, written objections to the Settlement, or Work Week
22 disputes. In the event the 60th day falls on a Sunday or federal holiday, the Response Deadline
23 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
24 for Exclusion Requests or Objections will be extended fifteen (15) calendar days for any Class
25 Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day
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1 falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to
2 the next day on which the U.S. Postal Service is open.

3 **X. “Settlement”** shall mean the disposition of the Action and all related claims
4 effectuated by this Agreement.

5 **Y. “Settlement Account”** shall mean a fund within the meaning of Treasury
6 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
7 Administrator for the benefit of Participating Class Members and PAGA Members.
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9 **Z. “Settlement Administrator”** shall mean CPT Group, Inc. or another
10 administrator proposed by the Parties and appointed by the Court to administer the Settlement.
11 The Parties represent that they do not have any financial interest in the Settlement Administrator
12 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
13 interest.
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15 **AA. “Settlement Share”** shall mean each Settlement Class Member’s allocated share
16 of the Net Settlement Amount as provided by this Agreement and any payment a PAGA Member
17 is eligible to receive from the PAGA Penalties per Section III.C.4.

18 **II. RECITALS**

19 **A.** On or about January 16, 2020, Plaintiff Charles Mikich, through his attorneys,
20 sent a letter to the Labor Workforce Development Agency (“LWDA”) alleging the following
21 against Defendant: failure to pay wages, unauthorized and unlawful wage deductions, failure to
22 provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
23 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure
24 to maintain required payroll records, and related allegations (the “PAGA letter”). Plaintiff
25 Charles Mikich asserted these representative claims on behalf of all Class Members who are or
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1 were employed during the applicable statutory period.

2 **B.** On January 22, 2020, Plaintiff Charles Mikich filed a class action complaint in
3 the San Francisco Superior Court, alleging the same wage and hour claims as set forth in the
4 earlier PAGA letter and adding a cause of action for unfair competition. On May 11, 2020,
5 Plaintiff Charles Mikich filed a first amended class action complaint in the San Francisco County
6 Superior Court, adding a cause of action under the Labor Code Private Attorneys General Act of
7 2004 (“PAGA”). The first amended complaint is the “Operative Complaint.”
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9 **C.** On June 23, 2022, Charles Mikich submitted his amended lawsuit to add Jonathon
10 Gordon as a Plaintiff and Defendants ALI BOZORGHADAD (also known as ED
11 BOZORGHADAD also known as ED HADAD).

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

4 **F.** On January 31, 2022, following much of the foregoing informal discovery and
5 exchange of information, the Parties participated in a mediation session presided over by
6 Mediator Michael J. Loeb, an experienced class action mediator. During the mediation, the
7 Parties had a full day of productive negotiations and reached agreement on a class-wide
8 settlement during the second mediation session. During the mediation sessions, each side,
9 represented by their respective counsel, recognized the risk of an adverse result in the Action and
10 agreed to settle the Action. They entered into a written settlement agreement, and on September
11 3, 2022, the Court preliminarily approved the settlement. Subsequently, Defendants presented
12 evidence that they could not afford to fund the gross settlement amount negotiated under the
13 settlement due to a significant and unanticipated increase in the gross settlement amount as a
14 result of the escalator provision being triggered and that the entire settlement was at risk of being
15 nullified. Defendants also represented that they implemented significant changes to improve
16 their compliance with the Labor Code sections at issue in the Action which they completed by
17 February 1, 2022. The Parties resumed settlement negotiations and eventually reached the terms
18 of this Settlement Agreement.

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

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

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

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15 **III. SETTLEMENT TERMS AND CONDITIONS**

16 **A. Certification for Settlement Purposes.** Solely for the purposes of effectuating
17 this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional
18 certification of the Settlement Class. The Parties agree that if for any reason the Settlement is not
19 preliminarily and finally approved, the conditional certification of the Settlement Class will be
20 of no force or effect, does not constitute an admission by Defendants that class certification is
21 proper, and will not be deemed admissible in this or any other proceeding, and that the Parties
22 will litigate the issue of class certification.

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24 **B. Gross Settlement Amount.** Subject to the terms and conditions of this
25 Agreement, the Gross Settlement Amount of Two Million Dollars and Zero Cents
26 (\$2,000,000.00), plus Defendants' employer share of employer-side payroll taxes, is the
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1 maximum amount payable by Defendants, subject to the following. Defendants confirmed through
2 the Settlement Administrator and for purposes of further settlement negotiations that there are 46,844
3 Work Weeks worked by the Class Members for the period of January 22, 2016 through
4 September 3, 2022. For the avoidance of doubt, the term “Work Weeks” shall mean weeks during
5 which Class Members actually performed work for or on behalf of Defendants. These numbers
6 would be expected to increase proportionately for the passage of time between that date and
7 October 31, 2022. Before the Parties seek or a Party seeks court approval of the Settlement, the
8 Settlement Administrator will advise Plaintiffs’ counsel of the total number of Work Weeks
9 worked through October 31, 2022. The Settlement Administrator shall determine the total
10 number of Work Weeks worked by Class Members by counting the number of paychecks issued
11 by Defendants during the Class Period, as evidenced by Defendants’ payroll records, a sampling
12 of which was provided to EmployStats in connection with the Parties’ mediation efforts and
13 multiplying that figure by two. If the Work Weeks worked as of October 31, 2022 exceed 46,844
14 Work Weeks worked by more than 10.00%, the Gross Settlement Amount will increase
15 proportionally according to the number of additional Work Weeks worked. For example, if the
16 number of Work Weeks as of October 31, 2022 exceeds 46,844 by 11%, the Gross Settlement
17 Amount shall increase by 1%. If the workweeks worked as of October 31, 2022 exceeds 46,844
18 workweeks by more than 10.00%, Defendants shall have the option to (a) vacate the Parties’
19 settlement and deem it null and void or (b) cap the Class Period as of the date the number of
20 workweeks reaches but does not exceed 51,528.

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24 **C. Payments to Plaintiffs and Class Counsel and Others.** Subject to the terms and
25 conditions of this Agreement, the Settlement Administrator will make the following payments
26 out of the Gross Settlement Amount as follows:
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1. To Plaintiffs.

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

2. To Class Counsel. Class Counsel will apply to the Court for an award of

1 not more than Six Hundred Sixty Six Thousand Six Hundred Sixty Dollars and Zero Cents
2 (\$666,666.00) (which is 33 and 1/3% of the Gross Settlement Amount) as their Class Counsel
3 Fees Payment and an amount not more than Thirty Five Thousand Dollars and Zero Cents
4 (\$35,000.00) as their Class Counsel Litigation Expenses Payment, and Defendants will not
5 oppose this request. The Settlement Administrator will pay the amount approved by the Court
6 (but not more than Six Hundred Sixty-Six Thousand Six Hundred Sixty Dollars and Zero Cents
7 (\$666,666.00) in fees and not more than Thirty-Five Thousand Dollars and Zero Cents
8 (\$35,000.00) in expenses) out of the Gross Settlement Amount. Withholding and deductions
9 will not be taken from the Class Counsel Fees and Litigation Expenses Payment and one or
10 more Forms 1099 will be issued to Class Counsel with respect to those payments.

11 **3. To the Settlement Administrator.** The Settlement Administrator will
12 be paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the
13 Court in an amount currently estimated to not exceed Thirty-Two Thousand Dollars and Zero
14 Cents (\$32,000.00).

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.

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

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

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

3 **4. 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 unique identifying numbers for each
6 of the Class Members with their corresponding Individual Work Weeks and Settlement Shares.

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

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

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

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

12 **2.** Should the Court decline to approve the Settlement, the Settlement will be
13 null and void and the Parties will have no further obligations under it.
14

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

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

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

23 **b.** Corresponding to each Class Member’s name, Defendants shall
24 provide a figure indicating the total number of Work Weeks during the Class Period in which
25 that Class Member was employed by Defendants as a Class Member. That number of Work
26 Weeks shall be referred to as that Class Member’s “Individual Work Weeks.”
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1 c. If any of the Class Members' Data are unavailable to Defendants,
2 Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct
3 or otherwise agree upon the Class Members' Data prior to when it must be submitted to the
4 Settlement Administrator. Class Members' Data will otherwise remain confidential and will not
5 be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to
6 Defendants' express written authorization or by order of the Court.
7

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

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

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

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

3 **D. Requests for Exclusion from Settlement; and Objections to Settlement.** Class
4 Members may submit requests to be excluded from the effect of the Settlement, or objections to
5 the Settlement, pursuant to the following procedures:

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

3 *To Class Counsel:*

4 David G. Spivak, Esq.
5 The Spivak Law Firm
6 8605 Santa Monica Bl
7 PMB 42554
8 West Hollywood, CA 90069

To Defense Counsel:

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

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

18 *To Class Counsel:*

19 David G. Spivak, Esq.
20 The Spivak Law Firm
21 8605 Santa Monica Bl
22 PMB 42554
23 West Hollywood, CA 90069

To Defense Counsel:

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

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25 Counsel will promptly file such objection with the Court.

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

6
7 Regardless of whether an objecting Class Member complies with the objection procedure
8 encouraged above, the Court will provide a Class Member with the opportunity to speak at the
9 final approval hearing regardless of whether he or she has filed an appearance or submitted a
10 written opposition beforehand. If the objecting Class Member does not formally intervene in the
11 action and/or the Court rejects the Class Member's objection, the Class Member will still be
12 bound by the terms of this Agreement.

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

17
18 **F. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
19 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member
20 to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment.
21 Defendants have the right in their sole and exclusive discretion to terminate and withdraw from
22 the Settlement at any time prior to date the Court enters final approval of this Settlement if 5.00%
23 or more than of Class Members timely and validly opt out of the Settlement or if the Court fails
24 to approve material terms of the settlement, including the scope of the release. Defendants must
25 make such election within 10 business days of being notified by the Settlement Administrator
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1 5.00% or greater opt-out rate or the Court's denial of the settlement with prejudice.

2 **G. Additional Briefing and Final Approval.** Plaintiffs will file with the Court a
3 motion for final approval of the Settlement and payment of the Settlement Administrator's
4 reasonable fees and expenses and a memorandum in support of their motion; and Plaintiffs and
5 Class Counsel will serve on Defendants and file with the Court a motion for awards of the Class
6 Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation
7 Expenses Payment pursuant to this Settlement, and memoranda in support of their motions.
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9 Before the Final Approval Hearing, the Parties shall be entitled to file and serve a
10 response to any Class Member's objection to the Settlement and/or reply in support of their
11 motion for final approval of the Settlement, and payment of the Settlement Administrator's
12 reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiffs
13 and Class Counsel may file replies in support of their motions for the Class Representative
14 Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
15

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

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

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

13 **H. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the
14 terms and conditions of this Agreement, and that no Class Member timely objects to the
15 Settlement *and* formally intervenes into the action as required under the California Supreme
16 Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 4th 260, 228 Cal. Rptr. 3d 106
17 (2018) or files a motion pursuant to Civil Procedure Code section 663, Defendants, and their
18 counsel hereby waive, except as provided for in this Agreement or prohibited by law, any and all
19 rights to appeal from the Judgment, including all rights to any post-judgment proceeding and
20 appellate proceeding, such as a motion to vacate judgment, a motion for new trial, any
21 extraordinary writ, and any appeal, and the Judgment therefore will become non-appealable at
22 the time it is entered. The waiver of appeal does not include any waiver of the right to oppose
23 any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the
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1 Judgment, the time for consummation of the Settlement (including making any payments under
2 the Settlement) will be suspended until the appeal is fully and finally resolved and the Judgment,
3 consistent with the terms of this Agreement, becomes Final.

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

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

6
7 **K. Payment of Settlement Shares.** There will be two distributions of the Gross
8 Settlement Amount as follows:

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

15
16 **2. Second Distribution.** Within ten (10) calendar days of the Defendants'
17 second Installment Payment, the Settlement Administrator shall distribute, *pro rata*, the portion
18 of the Gross Settlement Amount Defendants paid since the first distribution, including *pro rata*
19 portions of the PAGA payment, Class Representative Payment, the Class Counsel Fees Payment,
20 the Class Counsel Litigation Expenses Payment, and the Settlement Administrator's payment.

21
22 **L. Default on Payment.** In the event Defendants fail to pay any portion of the Gross
23 Settlement Amount, it shall be considered a default. In the event Defendants fail to make any
24 payment on the date it is due, the Settlement Administrator will provide notice to Class Counsel
25 and Defense Counsel within five (5) business days of the missed payment. Thereafter,
26 Defendants will have fifteen (15) days to cure the default and tender payment to the Settlement
27

1 Administrator. In the event Defendants fail to cure the default within the times set forth herein,
2 Plaintiffs may, among other remedies, elect to enter judgment against Defendants, on an ex parte
3 basis, for the balance of the unpaid Gross Settlement Amount to date, and Plaintiffs will be
4 entitled to recover interest at ten percent (10%) per year and reasonable attorneys' fees and costs.

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

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

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

18 **V. RELEASE OF CLAIMS**

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

7 **B. Release of Claims by Plaintiffs.** Upon the Effective Date, and only after
8 Defendants pay the entirety of the Gross Settlement Amount, each Plaintiff will be deemed to
9 have released the Released Parties of and from all of the Released Claims during the Class Period.
10 These claims include all claims alleged or could have been alleged based on the facts,
11 circumstances, and/or primary rights at issue in the Complaint and any amendments thereto. They
12 include without limitation: (1) all claims for failure to pay wages earned, including minimum
13 wages, and overtime wages; (2) all claims for failure to provide rest periods and claims for rest
14 period premium pay; (3) all claims for failure to provide meal periods and claims for meal period
15 premium pay; (4) all claims for failure to provide accurate wage statements and related penalties;
16 (5) all claims for failure to timely pay wages during employment and at termination; (6) all claims
17 for violation of California Business and Professions Code §§ 17200, et seq., to the extent such
18 claims are predicated on the other claims released herein; and (7) all claims for violation of
19 PAGA and all related claims for penalties, to the extent such claims are predicated on the other
20 claims released herein. Each Plaintiff's release set forth herein shall include a waiver of all rights
21 under California Civil Code §1542, which includes a release of all known and unknown claims
22 against the Released Parties during the Class Period. Civil Code section 1542 provides:
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25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
26 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
27 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**
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1 **BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**
2 **SETTLEMENT WITH THE DEBTOR.**

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

9 **C. Class Counsel.** As of the date the Judgment becomes Final, and except as
10 otherwise provided by this Agreement, Class Counsel and any counsel associated with Class
11 Counsel (The Spivak Law Firm, United Employees Law Group,), including without limitation
12 David G. Spivak, Esq. and Walter L. Haines, Esq. waive any claim to costs and attorneys’ fees
13 and expenses against Defendants or the Released Parties arising from or related to the Action,
14 except those incurred to enforce this Agreement and collect the Judgment, including but not
15 limited to claims based on the California Labor Code, the California Civil Code, the California
16 Code of Civil Procedure, the Fair Labor and Standards Act, or any other statute or law (the “Class
17 Counsel Released Claims”).
18 Counsel Released Claims”).

19 **D. Tax Liability.** Defendants make no representation as to the tax treatment or legal
20 effect of the payments called for in this Agreement, and Plaintiffs, Settlement Class Members,
21 and PAGA Members are not relying on any statement, representation, or calculation by
22 Defendants or by the Settlement Administrator in this regard. Plaintiffs, Settlement Class
23 Members, and PAGA Members understand and agree that except for Defendants’ payment of the
24 employer’s portion of any payroll taxes, they will be solely responsible for the payment of any
25 employer’s portion of any payroll taxes, they will be solely responsible for the payment of any
26 employer’s portion of any payroll taxes, they will be solely responsible for the payment of any

1 taxes and penalties assessed on the payments described herein.

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

3 **VI. NON-PUBLICITY PROVISION**

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

19 **A. No Effect on Other Benefits.** The Settlement Shares will not result in any
20 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and
21 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiffs
22 and Class Members will be deemed to have waived all such claims, whether known or unknown
23 by them, as part of their release of claims under this Agreement.
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25 **B. No Admission of Liability.** Defendants deny that they have engaged in any
26 unlawful activity, have failed to comply with the law in any respect, or have any liability to
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1 anyone under the claims asserted in the Action. This Agreement is entered into solely for the
2 purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will
3 be construed as an admission of liability or wrongdoing by Defendants, or an admission by any
4 Plaintiff that any of his claims was non-meritorious or any defense asserted by Defendants was
5 meritorious. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the
6 Action will have no bearing on, and will not be admissible in connection with, any litigation
7 (other than solely in connection with the Settlement).
8

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

20 **D. Integrated Agreement.** After this Agreement is signed and delivered by all
21 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
22 between the Parties relating to the Settlement, and it will then be deemed that no oral
23 representations, warranties, covenants, or inducements have been made to any Party concerning
24 this Agreement or its exhibits other than the representations, warranties, covenants, and
25 inducements expressly stated in this Agreement and its exhibits.
26
27
28

1 **E. Attorney Authorization.** Class Counsel and Defense Counsel warrant and
2 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
3 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
4 to effectuate its terms, and to execute any other documents required to effectuate the terms of
5 this Agreement. The Parties and their counsel will cooperate with each other and use their best
6 efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach
7 agreement on the form or content of any document needed to implement the Agreement, or on
8 any supplemental provisions that may become necessary to effectuate the terms of this
9 Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents,
10 supplemental provisions and assistance of the court will be consistent with this Agreement.

11
12 **F. Use and Return of Documents and Data.** Upon written request from
13 Defendants, Class Counsel will return or destroy all originals, copies, and summaries of
14 documents and data provided to Class Counsel by Defendants in connection with the settlement
15 negotiations in this matter. Class Counsel will confirm in writing to Defendants the destruction
16 of all such documents and data within fourteen (14) days of such request.

17
18 **G. Modification of Agreement.** This Agreement, and all parts of it, may be
19 amended, modified, changed, or waived only by an express written instrument signed by all
20 Parties or their successors-in-interest.

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

23 **I. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
24 be governed by and interpreted according to the laws of the State of California, without giving
25 effect to any conflict of law principles or choice of law principles.
26
27
28

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

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

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

10 **M. Notice.** All notices, demands or other communications given under this
11 Agreement will be in writing and deemed to have been duly given as of the third calendar day
12 after mailing by United States mail, addressed as follows:
13

14 *To Class Counsel:*
15 David G. Spivak, Esq.
16 The Spivak Law Firm
17 8605 Santa Monica Bl
18 PMB 42554
19 West Hollywood, CA 90069

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

20
21 **Execution in Counterpart.** This Agreement may be executed in one or more
22 counterparts. All executed counterparts and each of them will be deemed to be one and the same
23 instrument provided that counsel for the Parties will exchange between themselves original signed

24 ///

25 ///

26 ///

1 Counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
2 which shall be produced on reasonable request. Any executed counterpart will be admissible to
3 prove the existence and contents of this Agreement.

4 Dated: January 22, 2024

By: 

CHARLES MIKICH

6 Dated: January ____, 2024

By: _____
JONATHON GORDON

8 Dated: January ____, 2024

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.

THE SPIVAK LAW FIRM

16 Dated: January ____, 2024

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

UNITED EMPLOYEES LAW GROUP

22 Dated: January ____, 2024

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

1 Counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
2 which shall be produced on reasonable request. Any executed counterpart will be admissible to
3 prove the existence and contents of this Agreement.

4 Dated: January____, 2024

By:

CHARLES MIKICH

6 Dated: January 22, 2024

By:

JONATHON GORDON

9 Dated: January____, 2024

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.

THE SPIVAK LAW FIRM

17 Dated: January____, 2024

By:

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

UNITED EMPLOYEES LAW GROUP

23 Dated: January____, 2024

By:

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

1 Counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
2 which shall be produced on reasonable request. Any executed counterpart will be admissible to
3 prove the existence and contents of this Agreement.

4 Dated: January ____, 2024

By: _____
CHARLES MIKICH

6 Dated: January ____, 2024

By: _____
JONATHON GORDON

8
9 Dated: January 19, 2024

By:  _____
ALI BOZORGHADAD

10 CEO
11 For himself and for Sayeh Petroleum,
12 Inc., Hedia Petroleum, Inc., Hadad
13 Enterprise, Inc., Hadad Petroleum, Inc.,
14 Bay Area Auto Care, Inc., Houtan
15 Petroleum, Inc., and Green Planet Gas,
16 Inc.

17 THE SPIVAK LAW FIRM

18 Dated: January ____, 2024

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

22 UNITED EMPLOYEES LAW GROUP

23 Dated: January ____, 2024

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

1 Counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
2 which shall be produced on reasonable request. Any executed counterpart will be admissible to
3 prove the existence and contents of this Agreement.

4 Dated: January____, 2024

By:

CHARLES MIKICH

6 Dated: January____, 2024

By:

JONATHON GORDON

8 Dated: January____, 2024

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.

THE SPIVAK LAW FIRM

16 Dated: January 22, 2024

By:



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

UNITED EMPLOYEES LAW GROUP

22 Dated: January____, 2024

By:

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

1 Counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
2 which shall be produced on reasonable request. Any executed counterpart will be admissible to
3 prove the existence and contents of this Agreement.

4 Dated: January ____, 2024

By: _____

CHARLES MIKICH

6 Dated: January ____, 2024

By: _____

JONATHON GORDON

8 Dated: January ____, 2024

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.

THE SPIVAK LAW FIRM

14 Dated: January ____, 2024


By: _____

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

UNITED EMPLOYEES LAW GROUP

22 Dated: January 22, 2024

By: _____


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

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LAWSON & LAWSON, LLP

Dated: January 19, 2024

By:



SCOTT 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 STATE
21 OF CALIFORNIA BETWEEN JANUARY 16, 2016 AND OCTOBER 31, 2022, WHICHEVER
22 IS EARLIER.

23 A proposed settlement of \$2,000,000.00 (the "Gross Settlement Amount") will be used to pay
24 claims to: All persons Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc.,
25 Hadad Petroleum, Inc., Bay Area Auto Care, Inc., Houtan Petroleum, Inc., Green Planet Gas, Inc.,
26 and Ali Bozorghadad (also known as Ed Bozorghadad also known as Ed Hadad) employed in
27 California as hourly, non-exempt employees during the "Class Period" of January 16, 2016 to
28 October 31, 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 \$666,666.00 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.

- Defendants confirmed through the Settlement Administrator for purposes of further settlement negotiations that there are 46,844 Work Weeks worked by the Class Members for the period

1 of January 22, 2016 through September 3, 2022. For the avoidance of doubt, the term “Work
2 Weeks” shall mean weeks during which Class Members actually performed work for or on
3 behalf of Defendants. These numbers would be expected to increase proportionately for the
4 passage of time between that date and October 31, 2022. Before the Parties seek or a Party
5 seeks court approval of the Settlement, the Settlement Administrator will advise Plaintiffs’
6 counsel of Defendants’ report of the total number of Work Weeks worked through October
7 31, 2022. The Settlement Administrator shall determine the total number of Work Weeks
8 worked by Class Members by counting the number of paychecks issued by Defendants during
9 the Class Period, as evidenced by Defendants’ payroll records, a sampling of which was
10 provided to EmployStats, a payroll data analyst employed by the Parties, in connection with
11 the Parties’ mediation efforts, and multiplying that figure by two. If the Work Weeks worked
12 as of October 31, 2022 exceed 46,844 Work Weeks worked by more than 10.00%, the Gross
Settlement Amount, including the attorneys’ fees to Class Counsel will increase
proportionally according to the number of additional Work Weeks worked. For example, if
the number of Work Weeks as of October 31, 2022 exceeds 46,844 by 11%, the Gross Settlement
Amount, including the attorney fees to Class Counsel, shall increase by 1%. This provision
is the “Escalation Clause.” If the workweeks worked as of October 31, 2022 exceeds 46,844
workweeks by more than 10.00%, Defendants shall have the option to (a) vacate the Parties’
settlement and deem it null and void or (b) cap the Class Period as of the date the number of
workweeks reaches but does not exceed 51,528.

- 13 • The settlement resolves a lawsuit entitled *Charles Mikich, et al. v. Sayeh Petroleum, Inc., et*
14 *al.*, Case No. CGC-20-582385 (the “Action”) for Defendants’ alleged failure to pay wages,
15 unauthorized and unlawful wage deductions, failure to provide meal periods, failure to
16 authorize and permit rest periods, failure to indemnify for business expenses, failure to issue
17 proper wage statements, failure to timely pay wages, failure to maintain required payroll
18 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.
- 19 • The Court has not made a determination of the validity of the claims in the Action.
20 Defendants deny any and all liability arising from any of the claims and contend that they are
21 not responsible for a failure to pay wages, unauthorized and unlawful wage deductions,
22 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.
- 23 • Class Members will receive a payment based on the number of Work Weeks, rounded up to
24 the nearest full Work Week, during the Class Period.

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

27 **HOW MUCH WILL I GET?**

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

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

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

5 DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
6 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.
7 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.
8 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.
9 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.

15 **IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT**

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

17
18 You were sent this Class Notice because you have a right to know about the proposed settlement
19 in the Action and about all of your options before the Court rules on whether to finally approve
20 the settlement. If the Court approves the settlement, and after any objections and appeals are
21 resolved, a “Settlement Administrator” appointed by the Court will make the payments that the
22 settlement allows. This Class Notice explains the Action, the proposed settlement, your legal
23 rights, and what benefits are available and how to receive them.

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

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

27 In the Action, Plaintiffs Charles Mikich and Jonathon Gordon alleged multiple violations of the
28 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
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

1 to maintain required payroll records, unfair competition under California’s Business &
2 Professions Code, and claims for civil penalties for violations of the PAGA.

3 3. Why is there a settlement?

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

11 4. What is a class action settlement?

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

15 5. What should I do?

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

20 6. How much will my payment be?

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

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

28 Your estimated payment is listed above, on page 2 of this document. If you do not dispute your
Work Weeks calculation, and do not opt out of the settlement, you will be bound by the

1 settlement and receive a settlement payment. **In other words, you do not need to take any**
2 **action to receive a settlement payment.**

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

11 7. When would I get my payment?

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

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

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

22 8. What am I releasing?

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

25 The Parties agree that it is their intent that the resolution set forth in this Settlement will
26 release and discharge the Released Claims by way of any further attempt, by lawsuit,
27 administrative claim or action, arbitration, demand, or other action of any kind by each
28 and all of the Settlement Class Members (including participation to any extent in any
representative or collective action) against the Released Parties. This release will not take

1 effect until Defendants have paid the Gross Settlement Amount in full per this Settlement
2 Agreement. All PAGA Members, regardless of whether they submit timely and valid
3 requests for exclusion from the Settlement, will release all Released Claims under PAGA
4 against the Released Parties. The State of California will also release all Released Claims
5 under PAGA against the Released Parties.

6 **“Released Claims”** shall mean all claims, rights, demands, liabilities and causes of action
7 that are alleged, or reasonably could have been alleged based on the facts and claims
8 during the period of January 16, 2016 through October 31, 2022 asserted in the Operative
9 Complaint and/or in the letter(s) sent by Plaintiffs to the LWDA concerning Defendants
10 and the other Released Parties, whether sounding in law or equity, tort, contract, statute,
11 or other applicable federal, state or local law or regulation, including but not limited to
12 the following claims: failure to pay wages, unauthorized and unlawful wage deductions,
13 failure to provide meal periods, failure to authorize and permit rest periods, failure to
14 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
16 could have been premised on the claims, causes of action or legal theories of relief
17 described above or any of the claims, causes of action or legal theories of relief pleaded
18 in the Action, all claims under PAGA or for civil penalties that could have been premised
19 on the claims, causes of action or legal theories described above or any of the claims,
20 causes of action or legal theories of relief pleaded in the Action or Plaintiff’s letter(s) to
21 the LWDA, including but not limited to the California Code of Regulations and to Labor
22 Code sections 201, 202, 203, 204, 210, 221, 225.5, 226, 226.3, 226.7, 510, 511, 512, 558,
23 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and 2699; and any and all damages,
24 restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys’
25 fees or costs resulting therefrom. Released Claims shall not apply to claims for workers’
26 compensation benefits, unemployment insurance benefits, or any other claim or right that
27 as a matter of law cannot be waived or released. The Parties acknowledge that Released
28 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.

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

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

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

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

10. Do I have a lawyer in this case?

11 The Court has appointed David G. Spivak of The Spivak Law Firm, 8605 Santa Monica Bl, PMB
12 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com, and
13 Walter L. Haines of United Employees Law Group, 4276 Katella Ave, Suite 301, Los Alamitos,
14 CA 90720, Telephone: (562) 256-1047, walter@uelglaw.com to represent you and other Class
15 Members in the Action. These lawyers are called Class Counsel. They will be compensated from
16 the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by
17 your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

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

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

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

24 You may object to the proposed settlement in writing or in person. You may also appear at the
25 Final Approval Hearing, either in person or through your own attorney. If you appear through
26 your own attorney, you are responsible for paying that attorney. All written objections and
27 supporting papers should (a) clearly identify the case name and number (*Charles Mikich, et al.*
28 *v. Sayeh Petroleum, Inc.*, Case No. CGC-20-582385), (b) be submitted to the Settlement
Administrator by mailing them to the Settlement Administrator, CPT Group, Inc., <<settlement
administrator mailing address>>, and (c) be filed or postmarked on or before <<response

1 deadline>>. If the Settlement Administrator re-mailed your Class Notice to a new address, you
2 will have additional 15 days from the date of the re-mailed Class Notice to object. Class Members
3 may appear at the final approval hearing to be heard on their objections, even if they have not
previously served a written objection.

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

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

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

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

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

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

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

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

20 **GETTING MORE INFORMATION**

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

24 You can also access the San Francisco County Superior Court's Online Services at
25 https://www._____, or by visiting the Clerk's Office at the San Francisco
26 County Superior Court, Civic Center Courthouse, 400 McAlister Street, San Francisco, CA
27 94102-3680), between _:_0 a.m. and _:_0 p.m., Monday through Friday, excluding Court
28 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 v. Sayeh Petroleum, Inc. 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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EXHIBIT C

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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>> _____
XX - XX - _ _ _ _ _

TO ALL PERSONS DEFENDANTS EMPLOYED AS HOURLY, NON-EXEMPT EMPLOYEE IN THE STATE OF CALIFORNIA AT ANY TIME BETWEEN JANUARY 16, 2016 AND OCTOBER 31, 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 October 31, 2022, and Eligible Work Weeks you worked between January 16, 2019 and October 31, 2022. "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 also known as 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 October 31, 2022. 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 October 31, 2022, and <<number of Work Weeks>> Work Weeks between January 16, 2019 through October 31, 2022.

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 ___-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

The Motion of Plaintiffs CHARLES MIKICH AND JONATHON GORDON

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

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

18 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
19 all persons Defendants employed as hourly, non-exempt employees in California (collectively
20 “Class Members”), who worked anytime during the Class Period. The “Class Period” shall mean
21 the period of time from January 16, 2016, through October 31, 2022. Defendants confirmed with
22 the Settlement Administrator for purposes of further settlement negotiations that there are 46,844
23 Work Weeks worked by the Class Members for the period of January 22, 2016 through
24 September 3, 2022. For the avoidance of doubt, the term “Work Weeks” shall mean weeks
25 during which Class Members actually performed work for or on behalf of Defendants. These
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1 numbers would be expected to increase proportionately for the passage of time between that
2 date and the time of court approval. Before the Parties seek or a Party seeks court approval of
3 the Settlement, the Settlement Administrator will advise Plaintiffs' counsel of Defendants'
4 report of the total number of Work Weeks worked through October 31, 2022. The Settlement
5 Administrator shall determine the total number of Work Weeks worked by Class Members by
6 counting the number of paychecks issued by Defendants during the Class Period, as evidenced
7 by Defendants' payroll records, a sampling of which was provided to EmployStats in connection
8 with the Parties' mediation efforts and multiplying that figure by two. If the Work Weeks
9 worked as of October 31, 2022 exceed 46,844 Work Weeks worked by more than 10.00%, the
10 Gross Settlement Amount will increase proportionally according to the number of additional
11 Work Weeks worked. For example, if the number of Work Weeks as of October 31, 2022 exceeds
12 46,844 by 11%, the Gross Settlement Amount shall increase by 1%. If the workweeks worked
13 as of October 31, 2022 exceeds 46,844 workweeks by more than 10.00%, Defendants shall have
14 the option to (a) vacate the Parties' settlement and deem it null and void or (b) cap the Class
15 Period as of the date the number of workweeks reaches but does not exceed 51,528.
16

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

4 4. This action is provisionally certified pursuant to section 382 of the California
5 Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action
6 for purposes of settlement only with respect to the proposed Settlement Class.
7

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

18 6. The Court finds that the dates set forth in the Settlement for mailing and
19 distribution of the Class Notice meet the requirements of due process and provide the best notice
20 practicable under the circumstances, and constitute due and sufficient notice to all persons
21 entitled thereto, and directs the mailing of the Class Notice by first class mail to the Settlement
22 Class as set forth in the Settlement. Accordingly, the Court orders the following implementation
23 schedule for further proceedings:
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25 a. By _____, Defendants shall provide
26 _____, the appointed Settlement Administrator,
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1 with: (a) An electronic database of all Class Members, last known mailing
2 address, Social Security number and Defendants' employee identification
3 number ("Class Members' Data"); and (b) Corresponding to each Class
4 Member's name, Defendants shall provide a figure indicating the total
5 number of Work Weeks during the Class Period and the PAGA Period in
6 which Defendants employed the Class Member. That number of Work
7 Weeks shall be referred to as that Class Member's "Individual Work Weeks;"
8
9 (c) If any of the Class Members' Data are unavailable to Defendants,
10 Defendants will so inform Class Counsel and the Parties will make their best
11 efforts to reconstruct or otherwise agree upon the Class Members' Data prior
12 to when it must be submitted to the Settlement Administrator. Class
13 Members' Data will otherwise remain confidential and will not be disclosed
14 to anyone, except as necessary to applicable taxing authorities, or pursuant
15 to Defendants' express written authorization or by order of the Court.
16

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

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

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

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26 e. **Requests for Exclusion from Settlement; and Objections to Settlement.**
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Class Members may submit requests to be excluded from the effect of the Settlement, or objections to the Settlement, pursuant to the following procedures:

i. **Request for Exclusion from Settlement.** A Class Member may request to be excluded from the effect of this Agreement, though not the PAGA Released Claims, and any payment of amounts under this Agreement, though not the PAGA Payment, by timely mailing a letter to the Settlement Administrator stating that the Class Member wants to be excluded from this Action. This letter must include the Class Member’s name, address, telephone number, and signature. To be valid and timely, the request to be excluded must be postmarked by the date specified in the Class Notice (_____, or 60 days from the initial mailing of the Class Notice by the Settlement Administrator). A Class Member who properly submits a valid and timely request to be excluded from the Action shall not receive any payment of any kind in connection with this Agreement or this Action, shall not be bound by or receive any benefit of this Agreement, and shall have no standing to object to 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:

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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

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:

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

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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.

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

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

9. The Court approves, for settlement purposes only, Plaintiffs Charles Mikich and

1 Jonathon Gordon as the Class Representatives.

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

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

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

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

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

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

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

4 **IT IS SO ORDERED.**

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7 **DATE**

**THE HONORABLE GARRETT L.
WONG
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 ___–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

This matter came on for hearing on _____ at _____ .m. in

1 Department 610 of the above-captioned court on the Motion of Plaintiffs Charles Mikich and
2 Jonathon Gordon (collectively “Plaintiffs” or “Class Representatives”) for Final Approval of a
3 Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the
4 First Amended Joint Stipulation of Class Action Settlement and Release of Claims (the
5 “Settlement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of up to
6 \$2,000,000.00 in compromise of all disputed claims on behalf of all persons hourly, non-exempt
7 employees in California at any time during the period of January 16, 2016 to preliminary Court
8 approval of this Settlement, or October 31, 2022, whichever is earlier (“Settlement Class
9 Period”). All capitalized terms used herein shall have the same meaning as defined in the
10 Settlement.
11 Settlement.

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 the
14 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
15 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
16 and the evidence and argument received by the Court in conjunction with the motions for
17 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
18 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
19 DETERMINATIONS¹:
20 DETERMINATIONS¹:

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

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

11 2. For purposes of this Final Order and Judgment, the Class Members are all persons
12 Defendants employed as hourly, non-exempt employees in California during the Class Period. at
13 any time during the period of January 16, 2016 to preliminary Court approval of this Settlement,
14 or October 31, 2022, whichever is earlier (“Settlement Class Period”).
15

16 3. The Court finds and determines that the notice procedure afforded adequate
17 protections to Class Members and provides the basis for the Court to make an informed decision
18 regarding final approval of the Settlement based on the responses of Class Members. The Court
19 finds and determines that the notice provided in this case was the best notice practicable, which
20 satisfied the requirements of law and due process as to all persons entitled to 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 way
24 of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other
25 action of any kind by each and all of the Settlement Class Members (including participation to
26 any extent in any representative or collective action) against the Released Parties. This release
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1 will not take effect until Defendants have paid the Gross Settlement Amount in full per this
2 Settlement Agreement. All PAGA Members, regardless of whether they submit timely and valid
3 requests for exclusion from the Settlement, will release all Released Claims under PAGA against
4 the Released Parties. The State of California will also release all Released Claims under PAGA
5 against the Released Parties. “**Released Claims**” shall mean all claims, rights, demands,
6 liabilities and causes of action that are alleged, or reasonably could have been alleged based on
7 the facts and claims during the period of January 16, 2016 through October 31, 2022 asserted in
8 the Operative Complaint and/or in the letter(s) sent by Plaintiffs to the LWDA concerning
9 Defendants and the other Released Parties, whether sounding in law or equity, tort, contract,
10 statute, or other applicable federal, state or local law or regulation, including but not limited to
11 the following claims: failure to pay wages, unauthorized and unlawful wage deductions, failure
12 to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
13 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure
14 to maintain required payroll records, unfair business practices that could have been premised on
15 the claims, causes of action or legal theories of relief described above or any of the claims, causes
16 of action or legal theories of relief pleaded in the Action, all claims under PAGA or for civil
17 penalties that could have been premised on the claims, causes of action or legal theories described
18 above or any of the claims, causes of action or legal theories of relief pleaded in the Action or
19 Plaintiff’s letter(s) to the LWDA, including but not limited to the California Code of Regulations
20 and to Labor Code sections 201, 202, 203, 204, 210, 221, 225.5, 226, 226.3, 226.7, 510, 511,
21 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and 2699; and any and all damages,
22 restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys’ fees or
23 costs resulting therefrom. Released Claims shall not apply to claims for workers’ compensation
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1 benefits, unemployment insurance benefits, or any other claim or right that as a matter of law
2 cannot be waived or released. The Parties acknowledge that Released Claims includes any claims
3 for penalties by a PAGA Member resulting from any LWDA investigation. The Parties will meet
4 and confer in good faith if the Court requires changes to the scope of the Released Claims.
5 **“Released Parties”** shall mean Defendants, and any of their former and present agents,
6 employees, servants, officers, directors, partners, trustees, representatives, shareholders,
7 stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations, divisions,
8 joint venturers, assigns, predecessors, successors, service providers, insurers, consultants,
9 subcontractors, joint employers, employee benefit plans and fiduciaries thereof, affiliated
10 organizations, and all persons acting under, by, through or in concert with any of them, and each
11 of them.
12

13 2. The Court further finds and determines that the terms of the Settlement are fair,
14 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
15 provisions of the Settlement, including the release of claims contained therein, should be and
16 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
17 according to its terms. As of the Effective Date of Settlement, and for the duration of the
18 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
19 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
20 against the Released Parties as fully set forth in the Settlement. No objections were received by
21 the Parties or the Court through the date of this Final Order and Judgment. The Court finds _____
22 Class Member(s)—_____—submitted a request for exclusion from the Settlement
23 as determined by the Settlement Administrator and therefore is/are not in the Settlement Class.
24
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26 3. The Court finds and determines that (a) the Settlement Shares to be paid to
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1 Participating Class Members and (b) the LWDA payment as civil penalties under the California
2 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
3 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
4 final approval to, and orders the payment of, those amounts be made to the Participating Class
5 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
6 accordance with the terms of the Settlement.
7

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

10 a. Class Counsel fees & costs of \$666,666.00 in attorneys’ fees and
11 \$35,000.00 in litigation costs to Class Counsel;

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

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

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

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

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

6
7 9. Defendants' payment of such sums shall be the sole financial obligation of
8 Defendants under the Settlement and shall be in full satisfaction of all claims released herein,
9 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
10 expenses.

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

17
18 11. The Parties shall file a final accounting report by _____. A non-
19 appearance case review re submission of a final report is scheduled for _____ at
20 _____ **.m. in Department 610**. The Parties shall also prepare and file a stipulation and
21 proposed order and proposed Amended Final Order and Judgment by _____ which
22 includes the amount of distribution of unpaid cash Residue, and unclaimed or abandoned funds
23 to the non-party, the accrued interest on that sum. The stipulation shall be signed by counsel for
24 the class and defense counsel in accord with the proposed Amended Final Order and Judgment.
25 If there are objections by any party or non-party, class counsel shall immediately notify the Court
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1 and the matter will be set for further hearing. A non-appearance hearing for the lodging of the
2 stipulation and proposed order and separate amended judgment is scheduled for
3 _____ at _____ .m. in Department 610.

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

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

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

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

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

7 17. This document shall constitute a Judgment for purposes of California Rule of
8 Court 3.769(h).

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

10
11
12 _____
DATE

12 _____
**THE HONORABLE GARRETT L.
13 WONG
14 SUPERIOR COURT JUDGE**