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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARIANNE MCCALEBB, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

DE WELL LOGISTICS LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: BC705076

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

Filed date: May 9, 2018

Trial date: None

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff Marianne McCalebb, individually and on behalf of the Settlement Class, and
3 Defendants De Well Logistics LLC, De Well Container Shipping, Inc., De Well Container
4 Shipping Corp., and the De Well Group LLC.

5 **I. DEFINITIONS**

6 A. “Agreement” or “Settlement” means this Stipulation of Class Action Settlement
7 and Release of Claims.

8 B. “Aggrieved Employees” means all current and former hourly-paid non-exempt
9 employees who are or were employed by Defendants in the State of California during the PAGA
10 Period.

11 C. “Action” means the lawsuit, entitled *McCalebb v. De Well Logistics LLC*, filed on
12 October 1, 2018 in the Superior Court of the State of California, County of Los Angeles (Case
13 No. BC705076).

14 D. “Class Counsel” means Lawyers *for* Justice, PC. and Protection Law Group, LLP.

15 E. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
16 resolution of this Action and their expenses and costs incurred in connection with the Action,
17 paid from the Gross Settlement Amount.

18 F. “Class Data” means information regarding Class Members that Defendants will,
19 in good faith, compile from its records and provide to the Settlement Administrator. It shall be
20 formatted as a Microsoft Excel spreadsheet and shall include the following information for each
21 Class Member: (1) employee identification number; (2) full name; (3) last known address; (4)
22 last known home telephone number; (5) Social Security number; and (6) start and end dates of
23 employment; and (7) compensable workweeks.

24 G. “Class Member” means “all current and former hourly-paid non-exempt
25 employees who are employed or have been employed by Defendants in the State of California
26 from May 9, 2014 through the date of preliminary approval or 180 days from the date of
27 mediation (May 8, 2020), whichever date is earlier.
28

1 H. "Class Period" means the period from May 9, 2014 through the date of preliminary
2 approval or 180 days from the date of mediation (May 8, 2020), whichever date is earlier.

3 I. "Class Representative Enhancement" means the amount that the Court authorizes
4 to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her
5 efforts and risks in assisting with the prosecution of the Action and in exchange for executing
6 the General Release provided herein.

7 J. "Class Representative" means Plaintiff in her capacity as the representative of the
8 Settlement Class Members.

9 K. "Compensable Workweeks" means the total number of workweeks (full or partial)
10 during which Settlement Class Members worked for Defendants during the Class Period based
11 on Defendants' Records.

12 L. "Court" means the Superior Court of the State of California for the County of Los
13 Angeles.

14 M. "Defendants" means De Well Logistics LLC, De Well Container Shipping, Inc.
15 De Well Container Shipping Corp., and the De Well Group LLC, collectively.

16 N. "Effective Date" means: (a) the date upon which the Court signs the order for
17 final approval of the Class settlement if no timely objections are filed or if all objections are
18 withdrawn; (b) if there is an objector(s), the time for appeal of the Final Judgment and Order
19 Granting Final Approval of Class Action Settlement expires; or (c) if an appeal is timely filed,
20 the date of a final resolution of any appeal from the Judgment and Order Granting Final
21 Approval of Class Action Settlement in a way that does not alter the terms of the settlement.
22 The occurrence of the Effective Date is a prerequisite to any obligation of Defendants to pay
23 any funds of the Gross Settlement Amount.

24 O. "First Amended Complaint" refers to the amended complaint Plaintiff will file
25 LLC as part of the approval process for this Settlement Agreement adding a cause of action
26 under the Private Attorney General's Act of 2004 (PAGA) and adding De Well Container
27 Shipping, Inc., De Well Container Shipping Corp., and the De Well Group, LLC as named
28 Defendants.

1 P. "Gross Settlement Amount" means the sum of the Individual Settlement
2 Payments, the Class Representative Enhancement, the Class Counsel Award and Costs, PAGA
3 Payment, and the Settlement Administration Costs, in the amount of Six Hundred and Seventy-
4 Five Thousand Dollars and Zero Cents (\$675,000.00).

5 Q. "Individual Settlement Payment" means the amount payable from the Net
6 Settlement Amount to each Settlement Class Member who has not submitted a Request for
7 Exclusion, including the amount payable, if any, from the Aggrieved Employee's 25% portion
8 of the PAGA Settlement Amount.

9 R. "Judgment" means the Order of Final Judgment entered by the Court that the
10 Parties anticipate will be entered following a Final Approval Hearing on the Settlement in this
11 Action.

12 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
13 Class Counsel Award and Costs, Class Representative Enhancement, PAGA Payment, and
14 Settlement Administration Costs.

15 T. "Notice Packet" means the Notice of Class Action Settlement in a form
16 substantially similar to the form attached hereto as Exhibit A.

17 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

18 V. "PAGA Letter" refers to the letter Plaintiff shall file with the California Labor and
19 Workforce Development Agency prior to the filing of the First Amended Complaint in this
20 Action.

21 W. "PAGA Payment" means the 75% portion of the PAGA Settlement Amount paid
22 hereunder to the California Labor and Workforce Development Agency pursuant to PAGA.

23 X. "PAGA Period" means the period of time between October 29, 2018 and the date
24 of preliminary approval or 180 days from the date of mediation (May 8, 2020), whichever date
25 is earlier.

26 Y. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
27 allocated towards penalties to resolve claims arising under the Private Attorney General's Act
28 including both the 75% of the penalties allocated to the California Labor and Workforce

1 Development Agency and the 25% that will be distributed to employees who worked within the
2 PAGA Period as part of the Net Settlement Amount.

3 Z. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean
4 either Plaintiff or Defendants, individually.

5 AA. “Plaintiff” means Marianne McCalebb.

6 BB. “Preliminary Approval Date” means the date on which the Court enters an order
7 granting preliminary approval of the Settlement.

8 CC. “Released Claims” means all causes of action and claims that were alleged in the
9 Action or reasonably could have been alleged based on the facts contained in the First Amended
10 Complaint, including all of the following claims for relief: (i) failure to pay all regular wages,
11 minimum wages and overtime wages due; (ii) failure to authorize and permit meal periods or
12 compensation in lieu thereof; (iii) failure to authorize and permit rest periods or compensation in
13 lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide
14 complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or
15 resignation; (vii) failure to provide timely pay wages during employment; (viii) unfair business
16 practices that 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 in the
18 First Amended Complaint; (ix) failure to maintain required payroll records and (x) all claims
19 under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that
20 could have been premised on the facts alleged in First Amended Complaint.

21 DD. “Released Parties” means Defendants and all of their present and former parent
22 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint ventures,
23 and all of their shareholders, officers, directors, employees, agents, servants, registered
24 representatives, attorneys, insurers, successors and assigns, and any other persons acting by
25 through, under or in concert with any of them.

26 EE. “Request for Exclusion” means a written statement requesting to be excluded from
27 the settlement of the released claims (other than claims brought under PAGA) containing the
28 Class Member’s name, dates of employment, and the last four digits of the class member’s social

1 security number to be mailed by Class Members who wish to opt out of the Settlement. To be
2 effective, the Request for Exclusion must be post-marked by the Response Deadline and
3 received by the Settlement Administrator.

4 FF. “Response Deadline” means the date sixty (60) days after the Settlement
5 Administrator mails Notice Packets to Class Members and the last date on which Class Members
6 may submit Requests for Exclusion or Objections to the Settlement.

7 GG. “Settlement” means the disposition of the Actions pursuant to this Agreement.

8 HH. “Settlement Administrator” means ILYM Group, Inc.

9 II. “Settlement Class Members” or “Settlement Class” means “all current and former
10 hourly-paid non-exempt employees who are employed or have been employed by Defendants
11 in the State of California from May 9, 2014 through the date of preliminary approval or 180
12 days from the date of mediation (May 8, 2020), whichever date is earlier.” The “Settlement
13 Class Members” shall not include any person who submits a timely and valid Request for
14 Exclusion as provided in this Agreement or any person who previously released the Released
15 Claims under a separate agreement.

16 **II. RECITALS**

17 A. On May 9, 2018, Plaintiff filed this action on behalf of herself and a class of
18 current and former hourly-paid, non-exempt employees of Defendant De Well Logistics, LLC.
19 Plaintiff sought to recover wages and penalties for the following violations of California law:
20 (1) violation of California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (2)
21 violation of California Labor Code § 226.7 (unpaid rest period premiums); (3) violation of
22 California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (4) violation of
23 California Labor Code §§ 201 and 202 (final wages not timely paid); (5) violation of California
24 Labor Code § 204 (wages not timely paid during employment); (6) violation of California Labor
25 Code § 226(a) (non-compliant wage statements); (7) violation of California Labor Code §
26 1174(d) (failure to keep requisite payroll records); (8) violation of California Labor Code §§
27 2800 and 2802 (unreimbursed business expenses); (9) violation of California Business &
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1 Professions Code §§ 17200 *et seq.*; and (10) violation of Labor Code §1197.1 failure to pay
2 overtime wages.

3 B. As part of the Settlement, Plaintiff will file a First Amended Complaint, asserting
4 the following eleven causes of action: (1) violation of California Labor Code §§ 226.7 and
5 512(a) (unpaid meal period premiums); (2) violation of California Labor Code § 226.7 (unpaid
6 rest period premiums); (3) violation of California Labor Code §§ 1194, 1197, and 1197.1
7 (unpaid minimum wages); (4) violation of California Labor Code §§ 201 and 202 (final wages
8 not timely paid); (5) violation of California Labor Code § 204 (wages not timely paid during
9 employment); (6) violation of California Labor Code § 226(a) (non-compliant wage statements);
10 (7) violation of California Labor Code § 1174(d) (failure to keep requisite payroll records); (8)
11 violation of California Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (9)
12 violation of California Business & Professions Code §§ 17200 *et seq.*; (10) failure to pay
13 overtime wages; and (11) violation of California Labor Code § 2698 *et seq.* (Private Attorneys
14 General Act of 2004). The parties will stipulate to the filing of the First Amended Complaint
15 following notice to the California Labor and Workforce Development Agency of Plaintiff's
16 intent to submit a PAGA Claim and the expiration of the statutory notice period. The First
17 Amended Complaint shall also add the entities De Well Container Shipping, Inc., De Well
18 Container Shipping Corp., and the De Well Group LLC to the Complaint as named Defendants.

19 C. Through substantial informal discovery, Defendants provided Plaintiff's counsel
20 with Plaintiff's personnel file, the written policies relevant to Plaintiff's claims, aggregate class
21 member data during the relevant time period, and the shift/hours data for a randomly selected
22 sampling of the putative class.

23 D. On September 23, 2019, the Parties attended private mediation with an
24 experienced mediator, Eve Wagner, where the Parties reached a settlement, as provided herein,
25 to resolve Plaintiff's claims on a class and representative action basis. As of the date of the
26 mediation, Defendants represented that there were approximately 10,000 Compensable
27 Workweeks.

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1 E. Defendants deny any liability or wrongdoing of any kind associated with the
2 claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further
3 contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for
4 class or representative action treatment. Defendants contend, among other things, that, at all
5 times, it has complied with the California Labor Code, and the Industrial Wage Commission
6 Orders.

7 F. The Plaintiff and Class Representative is represented by Class Counsel. Class
8 Counsel conducted an investigation into the facts relevant to the Action, including reviewing
9 documents and information provided by Defendants. Based on its own independent
10 investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants
11 is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all
12 known facts and circumstances, including the risks of significant delay, defenses asserted by
13 Defendants, uncertainties regarding a class and representative action trial on the merits, and
14 numerous potential appellate issues. Although Defendants deny any liability, Defendants are
15 agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties
16 and their counsel desire to fully, finally, and forever settle, compromise and discharge all
17 disputes and claims arising from or relating to the Actions on the terms set forth herein.

18 **III. TERMS OF AGREEMENT**

19 A. Settlement Consideration. Defendants shall pay a Gross Settlement Amount of
20 Six Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00). The following
21 will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement
22 Payments, the Class Representative Enhancement, the Class Counsel Award and Costs, PAGA
23 Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for
24 any employer portion of required taxes due on the Individual Settlement Payments, Defendants
25 shall not be required to pay more than the Gross Settlement Amount.

26 B. Release By All Settlement Class Members. Fifteen days after the Effective Date,
27 following funding by Defendants of the Gross Settlement Amount, in exchange for the
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1 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release
2 the Released Parties from the Released Claims for the Class Period.

3 C. General Release By Plaintiff. Fifteen days after the Effective Date, following
4 funding by Defendants of the Gross Settlement Amount, in exchange for the consideration set
5 forth in this Agreement, Plaintiff, for herself and her heirs, successors and assigns, does hereby
6 waive, release, acquit and forever discharge the Released Parties, from any and all claims,
7 actions, charges, complaints, grievances and causes of action, of whatever nature, whether
8 known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this
9 Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims,
10 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation
11 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy
12 claims, defamation claims, fraud claims, *quantum meruit* claims, and any and all claims arising
13 under any federal, state or other governmental statute, law, regulation or ordinance, including,
14 but not limited to, claims for violation of the FLSA, the California Labor Code, including, but
15 not limited to claims under California Labor Code Section 2699 et. seq., the Wage Orders of
16 California's Industrial Welfare Commission, other state wage and hour laws, the Americans
17 with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
18 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
19 Employment and Housing Act, the California Family Rights Act, the Family Medical Leave
20 Act, California's Whistleblower Protection Act, California Business & Professions Code
21 Section 17200 et seq., and any and all claims arising under any federal, state or other
22 governmental statute, law, regulation or ordinance. Plaintiff hereby expressly waives and
23 relinquishes any and all claims, rights or benefits that he may have under California Civil Code
24 § 1542, which provides as follows:

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

1 Plaintiff may hereafter discover claims or facts in addition to, or different from, those
2 which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and
3 forever settle and release any and all claims against the Released Parties, known or unknown,
4 suspected or unsuspected, which exist or may exist on behalf of or against the other at the time
5 of execution of this Agreement, including, but not limited to, any and all claims relating to or
6 arising from Plaintiff's employment with Defendants. This release specifically excludes claims
7 for unemployment insurance, disability, social security, and workers' compensation (except for
8 claims pursuant to Labor Code Sections 132a and 4553).

9 D. Conditions Precedent: This Settlement will become final and effective only upon
10 the occurrence of all of the following events:

- 11 1. The Court enters an order granting preliminary approval of the Settlement;
- 12 2. The Court enters an order granting final approval of the Settlement and a
13 Final Judgment;
- 14 3. If there is an objector or objectors, the time for appeal of the Final
15 Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an
16 appeal is timely filed, the date of a final resolution of any appeal from the Judgment and Order
17 Granting Final Approval of Class Action Settlement; and
- 18 4. Defendants do not invoke its right to revoke the Settlement as provided
19 herein.

20 E. Certification of the Settlement Class. The Parties stipulate to conditional class
21 certification of the Settlement Class for the Class Period for purposes of settlement only. In the
22 event that this stipulation is not approved by the Court, fails to become effective, or is reversed,
23 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from
24 obtaining a complete resolution of the claims as described herein, the conditional class
25 certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall
26 not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with
27 respect to any issue, substantive or procedural.
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1 F. Nullification of Settlement Agreement. In the event that this Settlement
2 Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is
3 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants
4 from obtaining a complete resolution of the claims as described herein:

5 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
6 and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose
7 or with respect to any issue, substantive or procedural;

8 2. The conditional class certification (obtained for any purpose) shall be void
9 *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or
10 arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

11 3. None of the Parties to this Settlement will be deemed to have waived any
12 claims, objections, defenses or arguments in the Action, including with respect to the issue of
13 class certification.

14 G. Agreement to Attend Subsequent Mediation. In the unanticipated event of
15 nullification of the Settlement Agreement, the Parties agree to attend an additional session of
16 mediation with Eve Wagner in an effort to reach a settlement approved by the Court

17 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
18 effect of the payments called for hereunder, and Settlement Class Members are not relying on
19 any statement or representation by the Parties in this regard. Settlement Class Members
20 understand and agree that they will be responsible for the payment of any employee taxes and
21 penalties assessed on the Individual Settlement Payments described herein and will hold the
22 Parties free and harmless from and against any claims, liabilities, costs and expenses, including
23 attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant
24 to this Agreement, including the treatment of such payments as not subject to withholding or
25 deduction for payroll and employment taxes (except for any obligation of Defendants to pay its
26 share of employer taxes, if any). Defendants' share of any employer payroll taxes and other
27 required employer withholdings due on the Individual Settlement Payments, including, but not
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1 limited to, Defendants' FICA and FUTA contributions, shall be paid separate and apart from the
2 Gross Settlement Amount.

3 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
4 section, the "acknowledging party" and each Party to this Agreement other than the
5 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
6 Agreement, and no written communication or disclosure between or among the Parties or their
7 attorneys and other advisers, is or was intended to be, nor shall any such communication or
8 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
9 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
10 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and
11 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
12 entered into this Agreement based upon the recommendation of any other Party or any attorney
13 or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure
14 by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on
15 the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any
16 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies
17 (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging
18 party of the tax treatment or tax structure of any transaction, including any transaction
19 contemplated by this Agreement.

20 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file
21 with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which
22 shall include this Settlement Agreement. Any dispute regarding forms of notices and other
23 documents necessary to implement the Settlement contained in the Stipulation, if not timely
24 resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt
25 hearing date to obtain preliminary approval of the Settlement.

26 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
27 (a) calculating, processing and mailing payments to the Class Representative, Class Counsel,
28 LWDA and Settlement Class Members; (b) printing and mailing the Notice Packets to the

1 Settlement Class Members as directed by the Court; (c) receiving and reporting the objections
2 and requests for exclusion; (d) distributing tax forms to the Settlement Class Members; (e)
3 providing declaration(s), as necessary, in support of preliminary and/or final approval of this
4 Settlement; and (f) other tasks as the Parties mutually agree or the Court orders the Settlement
5 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised
6 of the performance of all Settlement Administrator responsibilities and will promptly inform the
7 Parties of the number of Class Members who (a) object to the Settlement, (b) request exclusion
8 from the Settlement, or (c) otherwise express opposition to the Settlement within five (5) days
9 of each such occurrence.

10 L. Settlement Administration.

11 1. Class Data. No later than ten (10) business days after the Preliminary
12 Approval Date, Defendants shall provide the Settlement Administrator with the Class Data for
13 purposes of preparing and mailing Notice Packets in English to Class Members. The Class Data
14 shall be confidential. The Settlement Administrator shall not provide the Class Data to Class
15 Counsel or Plaintiff or any third party or use the Class Data or any information contained therein
16 for any purpose other than to administer this Settlement.

17 2. Notice Packets.

18 a) The Notice Packet shall contain the Notice of Class Action
19 Settlement in a form substantially similar to the form attached hereto as
20 Exhibit A. The Notice of Class Action Settlement shall set forth the
21 material terms of the Settlement, including the release to be given by all
22 members of the Settlement Class who do not request to be excluded
23 from the Settlement Class. The Notice Packet also shall be
24 individualized by including the Class Member's starting and ending
25 dates of employment during the Settlement Class Period, the number of
26 Compensable Workweeks, and the estimated amount of their Individual
27 Settlement Payment.
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1 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the
2 Settlement Administrator will perform a search based on the National Change of Address
3 Database and/or similar database(s) to update and correct any known or identifiable address
4 changes. No later than seven (7) calendar days after receiving the Class Data from Defendants
5 as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all
6 Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise
7 its best judgment to determine the current mailing address for each Class Member. The address
8 identified by the Settlement Administrator as the current mailing address shall be presumed to
9 be the best mailing address for each Class Member. In the event more than one address is
10 identified, then the Settlement Administrator shall mail to each potentially valid address.

11 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
13 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
14 Administrator shall promptly attempt to determine a correct address by lawful use of skip-
15 tracing, or other search using the name, address and/or Social Security number of the Class
16 Member involved, and shall then perform a re-mailing, if another mailing address is identified
17 by the Settlement Administrator. Class Members who received a re-mailed Notice Packet shall
18 have their Response Deadline extended ten (10) calendar days from the original Response
19 Deadline.

20 5. Disputes Regarding Individual Settlement Payments. Class Members will
21 have the opportunity, should they disagree with Defendants' records regarding the Compensable
22 Workweeks worked by Class Members stated on the Notice of Class Action Settlement, to
23 provide documentation and/or an explanation to show contrary Compensable Workweeks. If
24 there is a dispute, the Settlement Administrator will consult with the Parties to determine
25 whether an adjustment is warranted. The Settlement Administrator shall determine the
26 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
27 Agreement. The Settlement Administrator's determination of the eligibility for and amount of
28 any Individual Settlement Payment shall be binding upon the Settlement Class Member and the

1 Parties. Disputes regarding individual settlement payments must be submitted by the Response
2 Deadline.

3 6. Disputes Regarding Administration of Settlement. Any disputes not
4 resolved by the Settlement Administrator concerning the administration of the Settlement will
5 be resolved by the Court under the laws of the State of California. Prior to any such involvement
6 of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the
7 necessity of involving the Court.

8 7. Request for Exclusion. The Notice of Class Action Settlement contained
9 in the Notice Packet shall state that Class Members who wish to exclude themselves from the
10 Settlement must submit to the Settlement Administrator a written statement requesting exclusion
11 from the Settlement. The written statement must be signed by the Class Member and state: (1)
12 the full name of the Class Member; (2) the dates of employment of the Class Member; (3) the
13 last four digits of the Class Member's Social Security number and/or the Employee ID number;
14 and (4) the following statement or a similar statement: "I wish to exclude myself from the
15 settlement reached in the matter of *McCalebb v. De Well Logistics, LLC*. I understand that by
16 excluding myself, I will not receive any money from the settlement reached in this matter." The
17 Request for Exclusion will not be valid if it is not timely submitted by the Response Deadline
18 and received by the Settlement Administrator. The date of the postmark on the return mailing
19 envelope of the Request for Exclusion shall be the exclusive means used to determine whether
20 the Request for Exclusion was timely submitted. Any Class Member who requests to be
21 excluded from the Settlement Class will not be entitled to any recovery under the Settlement
22 and will not be bound by the terms of the Settlement or have any right to object, appeal or
23 comment thereon. Class Members who fail to submit a valid and timely written Request for
24 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and
25 any final judgment entered in this Action if the Settlement is approved by the Court. No later
26 than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall
27 provide counsel for the Parties with a final list of the Class Members who have timely submitted
28 Requests for Exclusion. Class Members shall not have the option or opportunity to opt-out of

1 the settlement of the claims brought under the Private Attorney’s General Act (PAGA) even if
2 they choose to opt-out of participation in the settlement of the remaining Released Claims. At
3 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members
4 of the Settlement Class to submit Requests for Exclusion from the Settlement or seek to enter
5 separate settlement agreements with the class members regarding the alleged claims.

6 8. Objections. The Notice of Class Action Settlement contained in the Notice
7 Packet shall state that Settlement Class Members who wish to object to the Settlement must mail
8 to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the
9 Response Deadline. The date of the post-mark of mailed written objection shall be deemed the
10 exclusive means for determining that a Notice of Objection was served timely. The Notice of
11 Objection must be signed by the Settlement Class Member and state: (1) the full name of the
12 Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the
13 last four digits of the Settlement Class Member’s Social Security number and/or the Employee
14 ID number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends
15 to appear at the Final Approval/Settlement Fairness Hearing. Class members may appear and
16 speak at the Final Approval/Settlement Fairness Hearing regardless of whether they have
17 submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit
18 or otherwise encourage Settlement Class Members to file or serve written objections to the
19 Settlement or appeal from the Order and Final Judgment. If the Court rejects the Class Member’s
20 objection, or if the Court approves the Settlement despite any objections, the Class Member will
21 be deemed to be a Settlement Class Member and will be bound by the terms of the Settlement.
22 Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

23 M. Funding and Allocation of the Gross Settlement Amount. Defendants shall
24 provide the Gross Settlement Amount to the Settlement Administrator to fund the Settlement,
25 as set forth in this Agreement within fourteen (14) days after the Effective Date. (hereinafter,
26 the “Funding Date”).

27 1. Individual Settlement Payments. Individual Settlement Payments shall be
28 paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein.

1 a) Calculation of Class Portion of Individual Settlement Payments.

2 Using the Class Data, the Settlement Administrator will calculate the
3 total Compensable Workweeks for all Settlement Class Members (as
4 defined in this Agreement) by adding the number of Compensable
5 Workweeks worked by each Settlement Class Member during the Class
6 Period. The respective Compensable Workweeks for each Settlement
7 Class Member will be divided by the total Compensable Workweeks
8 for all Settlement Class Members, resulting in the Payment Ratio for
9 each Settlement Class Member. Each Settlement Class Member's
10 Payment Ratio will then be multiplied by the Net Settlement Amount,
11 excluding the portion of the Net Settlement Amount resulting from the
12 inclusion of the employee portion of the PAGA Settlement Amount, to
13 calculate each Settlement Class Member's estimated Individual
14 Settlement Payments. Class Portion of Individual Settlement Payment
15 = (Individual Compensable Workweeks / Total Workweeks of
16 Participating Class Members) x (Net Settlement Amount – 25% portion
17 of PAGA Settlement Amount allocated to Aggrieved Employees)

18 b) Calculation of PAGA Portion of Individual Settlement Payments.

19 All Aggrieved Employees who worked during the PAGA Period,
20 whether they opt-out the Settlement or not, are eligible to receive from
21 the Net Settlement Amount a proportionate amount of the PAGA
22 Settlement Amount allocated for Aggrieved Employees based on the
23 number of Compensable Workweeks they worked during the PAGA
24 Period. PAGA Portion of Individual Settlement Payment = (Individual
25 Compensable Workweeks during PAGA Period / Total Workweeks
26 During PAGA Period) x (25% portion of PAGA Settlement Amount
27 allocated to Aggrieved Employees) Class Members/Aggrieved
28 Employees may not opt-out of the release of claims brought under the

1 Private Attorneys General Act and will receive the PAGA portion of
2 their individual settlement payment even if they submit a timely request
3 for exclusion and do not receive the class portion of their individual
4 settlement payment.

5 c) Individual Settlement Payment. The combined Class Portion of the
6 Individual Settlement Payment and PAGA Portion of the Individual
7 Payment shall be referred to simply as the “Individual Settlement
8 Payment”.

9 d) Allocation. For tax purposes, Individual Settlement Payments
10 shall be allocated and treated as follows: twenty percent (20%) as
11 wages; forty percent (40%) as penalties; and forty percent (40%) as
12 interest.

13 e) Mailing. Individual Settlement Payments shall be mailed by
14 regular First Class U.S. Mail to Settlement Class Members’ last known
15 mailing address no later than ten (10) calendar days after the Funding
16 Date.

17 f) Expiration. Any checks issued to Settlement Class Members shall
18 remain valid and negotiable for one hundred and eighty (180) days from
19 the date of their issuance. If a Settlement Class Member does not cash
20 her or her settlement check within 180 days, the uncashed funds, subject
21 to Court approval, shall be distributed pursuant to California Code of
22 Civil Procedure section 384. The Settlement Awards provided to Class
23 Members shall prominently state the expiration date or a statement that
24 the checks will expire in one hundred eighty (180) days, or
25 alternatively, such a statement may be made in a letter accompanying
26 the check. Expired Settlement Awards will not be reissued, except for
27 good cause and as mutually agreed by the Parties in writing. Any
28 residue from uncashed Settlement Awards after the expiration date will

1 be transferred to the California State Controller's Office and held in
2 trust for such Class Members. As such, the parties agree no unclaimed
3 funds will result from the settlement.

4 2. Class Representative Enhancement. Defendants agree not to oppose or
5 object to any application or motion by Plaintiff for a Class Representative Enhancement of up
6 to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff. The Class Representative
7 Enhancement is in exchange for the Released Claims, a General Release, and for Plaintiff's
8 time, effort and risk in bringing and prosecuting the Action. The Settlement Administrator shall
9 pay the Class Representative Enhancement to Plaintiff from the Gross Settlement Amount no
10 later than ten (10) calendar days after the Funding Date. Any portion of the requested Class
11 Representative Enhancement that is not awarded to the Class Representative shall be part of the
12 Net Settlement Amount and shall be distributed to Settlement Class Members as provided in
13 this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to
14 Plaintiff for her Class Representative Enhancement. Plaintiff shall be solely and legally
15 responsible to pay any and all applicable taxes on her respective Class Representative
16 Enhancement and shall hold harmless Defendants from any claim or liability for taxes, penalties,
17 or interest arising as a result of the Class Representative Enhancement. The Class
18 Representative Enhancement shall be in addition to the Plaintiff's Individual Settlement
19 Payment as a Settlement Class Member. In the event that the Court reduces or does not approve
20 the requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the
21 Settlement, and it will remain binding.

22 3. Class Counsel Award. Defendants agree not to oppose or object to any
23 application or motion by Class Counsel for attorneys' fees not to exceed Two Hundred and
24 Thirty-Six Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$236,250.00).
25 Additionally, Defendants shall not oppose an application by Class Counsel for cost in the
26 approximate amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), from the
27 Gross Settlement Amount for, all past and future Litigation costs and expenses necessary to
28 prosecute, settle and administer the Action as supported by a declaration from Class Counsel.

1 The Parties agree that any and all claims for reasonable attorneys' fees and costs have been
2 settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class
3 Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from
4 Defendants except as set forth in this Agreement. Any portion of the requested Class Counsel
5 Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and
6 shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement
7 Administrator shall pay the Class Counsel Award to Class Counsel from the Gross Settlement
8 Amount no later than ten (10) calendar days after the Funding Date. Class Counsel shall be
9 solely and legally responsible to pay all applicable taxes on the payment made pursuant to this
10 paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
11 Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces
12 or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not
13 have the right to revoke the Settlement, and it will remain binding.

14 4. PAGA Settlement Amount. Ten Thousand Dollars and Zero Cents
15 (\$10,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for
16 civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent
17 (75%) or \$7,500.00, to the California Labor and Workforce Development Agency ("PAGA
18 Payment") no later than ten (10) calendar days after the Funding Date. Twenty-five percent
19 (25%), or \$2,500.00, will be part of the Net Settlement Amount and distributed to Aggrieved
20 Employees as described in this Agreement.

21 N. Settlement Administration Costs. The Settlement Administrator shall be paid for
22 the costs of administration of the Settlement from the Gross Settlement Amount. The estimate
23 of the Settlement Administration Costs is approximately Ten Thousand Dollars and Zero Cents
24 (\$10,000.00). To the extent the Settlement Administration Costs are less than \$10,000, these
25 savings shall be included in the Net Settlement Amount. The Settlement Administrator shall be
26 paid the Settlement Administration Costs no later than ten (10) calendar days after Defendants
27 provides funds to the Settlement Administrator for disbursement under this Agreement.
28

1 1. Net Settlement Amount. The Parties estimate the amount of the Net
2 Settlement Amount as follows:

3 Gross Settlement Amount	\$	675,000.00
4 Class Representative Enhancement:	\$	5,000.00
5 Class Counsel’s Fees:	\$	236,250.00
6 Class Counsel’s Costs:	\$	35,000.00
7 PAGA Payment to LWDA:	\$	7,500.00
8 Settlement Administration Costs:	\$	10,000.00
9 Net Settlement Amount	\$	381,250.00

10
11 O. Final Approval Motion. At the earliest practicable time following the expiration
12 of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final
13 Approval and Entering Judgment, which motion shall request final approval of the Settlement
14 and the amounts payable for the Class Representative Enhancement, the Class Counsel Award,
15 the PAGA Payment, and the Settlement Administration Costs.

16 1. Final Approval Order and Judgment. The Parties shall present a Judgment
17 and Order Granting Final Approval of Class Action Settlement to the Court for its approval.
18 The Final Judgment shall, among other things:

19 (a) Find that the Court has personal jurisdiction over all Settlement Class Members
20 and that the Court has subject matter jurisdiction to approve this Stipulation and all exhibits
21 thereto;

22 (b) Approve this Stipulation and the proposed Settlement as fair, reasonable and
23 adequate, consistent and in compliance with all applicable requirements of the California Code
24 of Civil Procedure, the California and United States Constitutions (including the due process
25 clauses), the California Rules of Court and any other applicable law, and in the best interests of
26 each of the Parties and the Class Members; direct the Parties and their counsel to implement this
27 Stipulation according to its terms and provisions; and declare this Stipulation to be binding on
28

1 Plaintiff and all other Settlement Class Members, except those who timely and properly filed
2 Request for Exclusions, as well as their heirs, executors and administrators, successors and
3 assigns;

4 (c) Certify the Class, for settlement purposes only, and find that an ascertainable class
5 exists and a well-defined community of interest exists in the questions of law and fact involved
6 because in the context of the Settlement: (i) there are questions of law and fact common to the
7 Class Members which, as to the Settlement and all related matters, predominate over any
8 individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class Members;
9 and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Plaintiff's
10 Attorneys have fairly and adequately represented and protected the interests of the Class
11 Members;

12 (d) Find that the Notice and notice methodology implemented pursuant to this
13 Stipulation (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
14 calculated, under the circumstances, to apprise Class Members of the pendency of the Action,
15 their right to object to or exclude themselves from the proposed Settlement and their right to
16 appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
17 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
18 of the California Code of Civil Procedure, the California and United States Constitutions
19 (including the Due Process Clause), the California Rules of Court and any other applicable law;

20 (e) Find that Plaintiff and Class Counsel adequately represented the Settlement Class
21 for purposes of entering into and implementing the settlement;

22 (f) Incorporate the Released Claims set forth in this Agreement, make the Released
23 Claims effective as of the date of the Preliminary Approval Date, and forever discharge the
24 Released Parties from any claims or liabilities arising from or related to the Actions;

25 (g) Authorize the Parties, without further approval from the Court, to agree to and to
26 adopt such amendments, modifications and expansions of this Stipulation and all exhibits
27 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
28 Settlement Class Members under the Stipulation;

1 (h) Without affecting the finality of the Final Judgment, the Court shall retain
2 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
3 administration and enforcement of the Settlement. Any disputes or controversies arising with
4 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
5 shall be presented by motion to the Court; provided however, that nothing in this part shall
6 restrict the ability of the Parties to exercise their rights above.

7 2. Notice of Judgment to Class. A final signed copy of the Judgment shall be
8 posted by the Settlement Administrator online in order to provide Notice of Final Judgment to
9 the class.

10 P. Defendants' Option to Terminate Settlement. If, after the Response Deadline, the
11 total number of Class Members who submitted timely and valid Requests for Exclusion from
12 the Settlement is at least ten percent (10%) of all Class Members, Defendants shall have, in its
13 sole discretion, the option to terminate this Settlement. If Defendants exercise the option to
14 terminate this Settlement, Defendants shall: (a) provide written notice to Class Counsel within
15 seven (7) calendar days after the Response Deadline and (b) pay all Settlement Administration
16 Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all
17 respects as if this Agreement had not been executed.

18 Q. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under
19 the Settlement will modify any previously credited hours or service under any employee benefit
20 plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis
21 for additional contributions to, benefits under, or any other monetary entitlement under
22 Defendant-sponsored benefit plans, policies, or bonus programs. The payments made under the
23 terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis,
24 as salary, earnings, wages, or any other form of compensation for the purposes of Defendants'
25 benefit plan, policy, or bonus program. Defendants retain the right to modify the language of
26 its benefit plans, policies and bonus programs to effect this intent, and to make clear that any
27 amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of
28 service," or any similar measuring term as defined by applicable plans, policies and bonus

1 programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that
2 additional contributions or benefits are not required by this Settlement.

3 R. Notices. Unless otherwise specifically provided herein, all notices, demands, or
4 other communications given hereunder shall be in writing and shall be deemed to have been
5 duly given as of the third (3rd) business day after mailing by United States certified mail, return
6 receipt requested, addressed as follows:

7
8 To Plaintiff and the Settlement Class:

9 **LAWYERS for JUSTICE, PC**
Edwin Aiwazian, Esq.
410 West Arden Avenue, Suite 203
10 Glendale, California 91203
Telephone: (818) 265-1020
11 Facsimile: (818) 265-1021

12
13 **PROTECTION LAW GROUP, LLP**
Amir Nayebdadash, Esq.
136 Main Street, Suite A
14 El Segundo, CA 90245
Telephone: (424) 290-3095
15 Facsimile: (866) 264-7880

16
17 To Defendants:

18 **THE GOLDSTEIN LAW FIRM**
Charles H. Goldstein (SBN 36846)
19 Joseph A. Goldstein (SBN 279743)
8912 Burton Way
20 Beverly Hills, California 90211
Tel: (310) 553-4746
21 Facsimile: (310) 282-8070

22 S. Cooperation. The Parties and their counsel will cooperate with each other and use
23 their best efforts to effect the implementation of the Settlement.

24 T. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
25 Action, except such proceedings necessary to implement and complete the Settlement, pending
26 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

27 U. Admissibility of Agreement. This Agreement shall not be admissible in any
28 proceeding for any purpose, except to enforce it according to its terms.

1 V. Amendment or Modification. This Agreement may be amended or modified only
2 by a written instrument signed by counsel for all Parties or their successors-in-interest.

3 W. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
4 Agreement among these Parties, and no oral or written representations, warranties or
5 inducements have been made to any Party concerning this Agreement or its Exhibits other than
6 the representations, warranties and covenants contained and memorialized in the Agreement and
7 its Exhibits.

8 X. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
9 and represent they are expressly authorized by the Parties whom they represent to negotiate this
10 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
11 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
12 to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of
13 Defendants represent and warrant that they are authorized to sign this Agreement on behalf of
14 Defendants. Plaintiff represents and warrants that she is authorized to sign this Agreement and
15 that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

16 Y. Binding on Successors and Assigns. This Agreement shall be binding upon, and
17 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

18 Z. California Law Governs. All terms of this Agreement and the Exhibits hereto and
19 any disputes arising hereunder shall be governed by and interpreted according to the laws of the
20 State of California.

21 AA. Counterparts. This Agreement may be executed in one or more counterparts. All
22 executed counterparts and each of them shall be deemed to be one and the same instrument
23 provided that counsel for the Parties to this Agreement shall exchange among themselves copies
24 or originals of the signed counterparts.

25 BB. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
26 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
27 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
28 present and potential.

1 CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
2 with respect to the interpretation, implementation and enforcement of the terms of this
3 Agreement and all orders and judgments entered in connection therewith, and the Parties and
4 their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
5 implementing and enforcing the settlement embodied in this Agreement and all orders and
6 judgments entered in connection therewith.

7 DD. Invalidity of Any Provision. Before declaring any provision of this Agreement
8 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
9 consistent with applicable precedents so as to define all provisions of this Agreement valid and
10 enforceable.

11 EE. Publicity. Defendants may disclose the terms and contents of the Settlement, as
12 required under its contractual and legal obligations. Plaintiff and Class Counsel agree not to
13 issue press releases, communicate with, or respond to any media or publication entities, publish
14 information in manner or form, whether printed or electronic, on any medium or otherwise
15 communicate, whether by print, video, recording or any other medium, with any person or entity
16 concerning the Settlement, including the fact of the Settlement, its terms or contents and the
17 negotiations underlying the Settlement, except as shall be contractually required to effectuate
18 the terms of the Settlement as set forth herein. Class Counsel shall be permitted to post a neutral
19 statement about the Action and Settlement on their websites, but shall not publish the name of
20 Defendants.

21 FF. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not
22 currently intend to pursue any claims against Defendants. This includes, but is not limited to,
23 any and all claims relating to or arising from Plaintiff's employment with Defendants that were
24 not alleged in this Action, and that Class Counsel is not currently aware of any facts or legal
25 theories upon which any claims or causes of action could be brought against Defendants other
26 than those alleged in this case. The Parties further acknowledge, understand, and agree that this
27 representation is essential to the Agreement and that this Agreement would not have been
28 entered into were it not for this representation.

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GG. Waiver of Certain Appeals. The Parties agree to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

HH. No Admissions. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants have claimed and continue to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

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Dated: 07/13/2020

PLAINTIFF MARIANNE MCCALEBB

By: *Marianne McCaleb*
Marianne McCaleb

Dated: July 22, 2020

LAWYERS for JUSTICE, PC

By: *Edwin Aiwazian*
Edwin Aiwazian
Attorney for Plaintiff

Dated: July 22, 2020

PROTECTION LAW GROUP, LLP

By: *Amir Nayebdadash*
Amir Nayebdadash
Attorney for Plaintiff

1 Dated: 7/17/20

DEFENDANT DE WELL LOGISTICS LLC.

2 By: [Signature]
3 Name: FRANK CHENG
4 Title: President

5 Dated: 7/17/20

DEFENDANT DE WELL GROUP LLC.

6 By: [Signature]
7 Name: FRANK CHENG
8 Title: President

9 Dated: 7/17/20

DEFENDANT DE WELL CONTAINER SHIPPING, INC.

10 By: [Signature]
11 Name: FRANK CHENG
12 Title: President

13 Dated: 7/17/20

DEFENDANT DE WELL CONTAINER SHIPPING, CORP.

14 By: [Signature]
15 Name: FRANK CHENG
16 Title: President

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Dated: 7/21/2020

THE GOLDSTEIN LAW FIRM

By: 

Charles Goldstein
Attorneys for Defendant
DE WELL LOGISTICS LLC
DE WELL GROUP, LLC
DE WELL CONTAINER SHIPPING, INC.
DE WELL CONTAINER SHIPPING, CORP.