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individually, and on behalf of all others similarly situated.

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12 MIDWAY RENT A CAR INC.

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

16 ZORAR TAHMASIAN, an individual, on behalf
of himself all persons similarly situated,

17 Plaintiff (s),

18 v.

19 MIDWAY RENT A CAR INC., dba WILSHIRE
20 LIMOUSINE SERVICES, A California
Corporation.

21 Defendant(s).

CASE NO. BC503795
CASE NO. BC510734 (Consolidated)
CASE NO. BC560969 (Related)

CLASS ACTION

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

Assigned for all purposes to the Hon. Elihu M.
Berle, Dept. 323 CCW

24 IT IS HEREBY STIPULATED AND AGREED by and between Defendant MIDWAY RENT
25 A CAR, INC. dba WILSHIRE LIMOUSINE SERVICE (hereinafter referred to as "Defendant"), on
26 the one hand, and PLAINTIFF ZORAR TAHMASIAN, on behalf of himself and each of the other
27 "Class Members," as defined herein ("Plaintiff"), on the other hand, subject to the approval of the
28 Court pursuant to section 382 of the California *Code of Civil Procedure* and Rule 3.769 of the

1 California *Rules of Court*, that the settlement of the Action (as defined herein) shall be effectuated
2 and subject to the following terms and conditions:

3
4 **I. SUMMARY OF SETTLEMENT TERMS**

5 Under the terms of the Settlement, Defendant will pay the Total Settlement Amount of Two
6 Hundred Forty Eight Thousand Dollars (\$248,000.00), without reversion, in exchange for the full and
7 final settlement and release of any and all claims which were alleged or could have been alleged based
8 on the facts in the operative Complaint in this Action, and subject to the terms and conditions outlined
9 in this Agreement (as defined herein). It is intended by the Parties that Plaintiffs are providing the
10 fullest release permissible under applicable law. This is a claims-made settlement and will be
11 administered by Kurtzman Carson & Carlson, a third party administrator. Defendant conditionally
12 agrees to stipulate, solely for the limited purpose of consummating the terms of the Settlement
13 contained in this Agreement, to have the Court certify a class defined herein as all individuals,
14 currently or formerly employed in California by Defendant as non-exempt limousine
15 chauffeurs/drivers of Wilshire Limousine Service during the Class Period (as defined herein), and
16 whose working conditions are/were not controlled by a collective bargaining agreement.

17 In addition, Plaintiff and Class Counsel will seek from the Total Settlement Amount: (1)
18 attorney's fees not to exceed the amount of Eighty Two Thousand, Six Hundred Sixty Six Dollars
19 and Sixty Seven Cents (\$82,666.67), representing approximately 33% of the Total Settlement
20 Amount; (2) litigation costs of up to Fifteen Thousand Dollars (\$15,000.00); (3) Mediation Fees of
21 \$4000.00, and (4) an enhancement payment for Representative Plaintiff Zorar Tahmasian of up to
22 Ten Thousand Dollars (\$10,000.00). Furthermore, the Plaintiff and Defendant (hereafter the
23 "Parties") have agreed that Five Thousand Dollars (\$5,000.00) of the Total Settlement Amount will
24 be allocated as PAGA penalties, with 75% of this amount (\$3,750.00), to be paid to the LWDA in
25 satisfaction of any claim for penalties that may be owed to that agency under the PAGA. The other
26 25%, or \$1,250.00, will be distributed to the Class Members on a pro-rata basis. Finally, any costs
27 associated with giving notice to the Class regarding the Settlement, processing any claims, and
28 remitting payment of any funds to the Authorized Claimants pursuant to the procedures outlined

1 herein, will be paid from the Total Settlement Amount. Defendant will not be required to pay
2 anything more than the Total Settlement Amount. There will be no reversion of any funds to the
3 Defendant.

4 Furthermore, and in exchange for the consideration contained herein, Representative Plaintiff
5 agrees to the general release of any and all claims he has personally against Defendant pursuant to
6 the Personal Release contained herein. Representative Plaintiff expressly acknowledges that the
7 Personal Release is an integral part of this Agreement.

8 **II. DEFINITIONS**

9 As used in this Stipulation and Settlement Agreement (hereinafter the “Agreement”), the
10 following terms shall have the meanings specified below:

11 1. “Action” means this lawsuit, and the operative Complaint in the matter entitled *Zorar*
12 *Tahmasian v. Midway Rent A Car, Inc.*, Los Angeles Superior Court, Case No.: BC510734

13 2. “Agreement” or “Settlement” means this Stipulation and Settlement Agreement,
14 including any attached exhibits.

15 3. “Authorized Claimants” means those Class Members who do not timely opt out of the
16 Settlement. Evan Landy and Abdelhak Benotmane, Plaintiffs in consolidated and related actions
17 respectively to this action, having individually settled their claims with Defendant are not “Authorized
18 Claimants.”

19 4. “Class” or “Class Member” or “Class Members” means any individual, currently or
20 formerly employed in California by Defendant Midway Rent A Car, Inc. dba Wilshire Limousine
21 Service as a non-exempt limousine chauffer/driver employee from May 31, 2009 to January 6, 2017.

22 5. “Class Counsel” means Todd M. Friedman, Esq. and Adrian R. Bacon, Esq. of
23 the Law Offices of Todd M. Friedman, P.C., 21550 Oxnard St., Suite 780, Woodland Hills,
24 CA 91367, and Asaf Agazanof of Asaf Law 11150 W. Olympic Blvd. Suite 1080, Los
25 Angeles, CA 90064.

26 6. “Class Counsel Costs” means the amounts to be paid, after Court approval, to Class
27 Counsel for costs incurred by Class Counsel in this Action.

28 7. “Mediation Fees” means those amounts paid by counsel for Plaintiff Evan Landy to

1 the mediator for the global mediation which occurred on January 6, 2017.

2 8. "Class Counsel Fees" means the amount to be paid, after court approval, to Class
3 Counsel for attorneys' fees.

4 9. "Class Notice" or "Notice of Settlement" means the form to be prepared by the Parties
5 and sent to the Class Members, in English, after the Court preliminarily approves the terms contained
6 in this Agreement, informing them of the material terms of the Agreement, why they are receiving
7 the Class Notice, and what their options are to make a claim, object, or be excluded from the
8 Settlement. The Class Notice is attached hereto as Exhibit 1.

9 10. "Class Notice Period" or "Notice Period" means a period of sixty (60) calendar days
10 after the original date of the Settlement Administrator's mailing of the Notice of Settlement.

11 11. "Class Period" means from May 31, 2009 to January 6, 2017.

12 12. "Counsel for Defendant" or "Defense Counsel" means Anthony A. Molino, Esq.,
13 Steven R. Berardino, Esq., Michelle Cooper, Esq., and Benjamin J. Carter, Esq. of MOLINO &
14 BERARDINO, A Professional Law Corporation.

15 13. "Court" means the Los Angeles Superior Court, Central Civil West, Dept. 323 in
16 which the Action is currently pending, the Honorable Elihu M. Berle, presiding, and located at 600
17 S. Commonwealth Avenue, Los Angeles, California 90005. Court shall also mean any other Court
18 that acquires proper jurisdiction of this Action.

19 14. "Distributable Amount," "Net Settlement Amount," and "NSA" means the amount
20 that is distributable to the Authorized Claimants, and equals the Total Settlement Amount less Class
21 Counsel Fees, Class Counsel Costs, Mediation Fees, Enhancement Payment, LWDA Payment, and
22 Settlement Administration Costs.

23 15. "Effective Date" means the later of (a) the date of entry of Order granting final
24 approval of this Settlement, if no objection to the Settlement is filed, (b) the date on which the time
25 for all appeals from objections to the Settlement has passed, if one or more objections to the
26 Settlement are filed, and not withdrawn, (c) if an appeal is taken, the date on which the appeal is
27 settled, withdrawn or dismissed, or any reviewing court issues a decision, the time for further appeal
28 has expired, and the trial court has regained jurisdiction.

1 16. “Enhancement Payment” means the payment to Representative Plaintiff Zorar
2 Tahmasian for his service to the Class and in consideration for the execution of the Personal Release
3 contained herein, which is in addition to whatever payment he is otherwise entitled to as an
4 Authorized Claimant.

5 17. “Final Approval Hearing” refers to the hearing during which the Parties will seek final
6 approval from the Court of this Agreement.

7 18. “Final Judgment” or “Judgment” means the order entered by the Court pursuant to the
8 terms set forth in this Agreement finally and fully giving effect to the terms contained in this
9 Agreement, as to the Representative Plaintiff and the Class, except those Class Members who timely
10 Opt-Out.

11 19. “LWDA” means the California Labor & Workforce Development Agency.

12 20. “LWDA Payment” means the amount of Five Thousand Dollars (\$5,000.00) of the
13 Total Settlement Amount which the Parties have agreed to pay in satisfaction of any claim for
14 penalties that may be owed to that agency under the PAGA. 75% of this amount shall be paid to the
15 LWDA and 25% of this amount shall be distributed to the Class Members pro-rata.

16 21. “Notice Returns” means envelopes containing the Class Notice that were mailed by
17 the Settlement Administrator to Class Members but were undelivered and returned to the Settlement
18 Administrator by the United States Postal Service.

19 22. “Objection to Class Settlement” means any written objection to this Settlement by
20 Class Members who do not choose to be excluded from the Class, containing all the information
21 required in the Class Notice and stating the reason for the objection, that is served on the Settlement
22 Administrator within the Opt-Out Period.

23 23. “Opt-Out Period” or “Claims Period” refers to the deadline of no later than sixty (60)
24 calendar days after the original date of the Settlement Administrator’s mailing of the Notice of
25 Settlement that any Class Member has to submit a Request for Exclusion/Opt-Out.

26 24. “PAGA” means the Private Attorneys General Act of 2004 (*Cal. Labor Code §2698,*
27 *et seq.*)

28 25. “Personal Release” means the Representative Plaintiff’s irrevocable and

1 unconditional release, acquittal, and discharge of the Defendant and all persons and/or corporate
2 entities acting by, through, under or in concert with any of them, or any of them, from any and all
3 complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, costs,
4 losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature
5 whatsoever, including but not limited to claims arising from the California Constitution; Title VII of
6 the Civil Rights Act of 1964 (42 U.S.C. §2000e); the California Fair Employment and Housing Act
7 (Cal. Govt. Code §12900 et seq.); the Americans with Disabilities Act; the Age Discrimination in
8 Employment Act (29 U.S.C. §§621-633a); the Older Workers' Benefit Protection Act; the Private
9 Attorneys General Act of 2004 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969; and claims
10 of intentional infliction of emotional distress; defamation and/or libel, or any other damage to
11 reputation claims; breach of implied contract or for claims of a breach of the covenant of good faith
12 and fair dealing, as well as any other express or implied covenant; or any other statute or common
13 law principle of similar effect, known or unknown, which the person giving this release now has,
14 owns, or holds, or claims to have, own or hold, or which said person at any time heretofore had,
15 owned, or held, or claimed to have, own, or hold or which said person at any time hereinafter may
16 have, own, or hold, or claim to have, own, or hold, against the Defendant, arising from acts, events,
17 or circumstances occurring on or before the effective date of this Agreement.

18 As to the foregoing claims, the Representative Plaintiff expressly waives the benefits of
19 California Civil Code § 1542. Civil Code §1542 provides:

20
21 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
22 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN**
23 **HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
24 **RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE**
25 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
26 **THE DEBTOR.**

27 26. "Preliminary Approval Order" is the order preliminarily approving the settlement
28 terms contained in this Agreement.

27 27. "Preliminary Approval Date" is the date the Court grants preliminary approval of this
28 Settlement.

1 28. “Qualifying Workweeks” means the total number of days worked by any Class
2 Member during the Class Period divided by seven (7). Any remainder will be rounded up to the
3 nearest week.

4 29. “Redirected Notice” means a re-mailing of the Class Notice mailed by the Settlement
5 Administrator to a new or different address to a Class Member that was obtained by the Settlement
6 Administrator as a result of a Notice Return.

7 30. “Released Claims” means upon entry of final judgment, Defendant shall be entitled to
8 a release of all claims alleged in the operative complaint, which occurred during the Class Period,
9 including PAGA claims. Defendant shall stipulate to the filing of an amended complaint, naming
10 Mr. Tahmasian as a class representative, and bringing all individual claims asserted in the
11 consolidated and related individual actions on a representative basis.

12 31. “Representative Plaintiff” means Zorar Tahmasian, and his representative(s), heir(s),
13 assign(s), attorney(s). Zorar Tahmasian shall serve as the representative Plaintiff for any
14 representative claims by the subject employees that Plaintiffs Evan Landy and Abdelhak Benotmane
15 may have had.

16 32. “Request for Exclusion” or “Opt-Out” means a written request by a Class Member to
17 be excluded from the Class and the Settlement containing all the information necessary in the Class
18 Notice.

19 33. “Settlement Administrator” refers to Kurtzman Carson & Carlson (“KCC”), the entity
20 that Class Counsel and Counsel for Defendant selected to administer this Settlement and to act as the
21 third party administrator to process the Settlement under the terms of this Agreement.

22 34. “Settlement Administration Costs” means the fees and costs incurred or charged by
23 the Settlement Administrator in connection with the execution of its duties under this Agreement
24 including, but not limited to: (i) fees and costs associated with preparing, issuing and/or monitoring
25 reports, filings and notices (including the cost of printing and mailing all notices and other documents
26 to the Class) required to be prepared in the course of administering the Settlement; (ii) computing the
27 amount of the Settlement Payments, and any other payments to be made under this Agreement;
28 (iii) handling inquiries about the calculation of individual Settlement Payments; (iv) establishing and

1 operating a Settlement payment center address, and phone number to receive Class Members'
2 inquiries about the Settlement; and (v) remitting any filings required by any governmental taxing
3 authority or other governmental agency.

4 35. "Settlement Payment" refers to the payment to any Authorized Claimant pursuant to
5 the terms of this Agreement.

6 36. "Total Settlement Amount" ("TSA") means the total amount of Two Hundred Forty
7 Eight Thousand Dollars (\$248,000.00) to be paid by Defendant pursuant to the terms of this
8 Agreement. The TSA shall be paid to the Settlement Administrator no later than fifteen (15) business
9 days after the Effective Date of this Agreement, as defined herein.

10 **III. BACKGROUND**

11 The original complaint in this Action was filed by Plaintiff Zorar Tahmasian on May 31, 2013,
12 in the Superior Court of the State of California, County of Los Angeles. That action followed a
13 Complaint filed by Plaintiff Evan Landy on March 25, 2013 which contained similar claims. The
14 Landy and Tahmasian matters were consolidated by the Court. On October 16, 2014, Abdelhak
15 Benotmane filed a separate action, Case No. BC560969 which was related to the case at bar and was
16 individually arbitrated with the exception of his PAGA claim. Plaintiff has asserted the following
17 claims throughout this matter: (1) restitution for failure to pay overtime, and provide meal and rest
18 periods (unfair competition in violation of Business and Professions Code §§ 17200 et seq.); (2)
19 failure to pay overtime wages (Labor Code §§ 204, 510, 1194, 1198); (3) failure to provide accurate
20 itemized wage statements (Labor Code § 226); (4) failure to pay wages when due (Labor Code §§
21 201 – 203); and, (5) penalties pursuant to PAGA (Labor Code §§ 2698 *et seq.*) Defendant has denied
22 the allegations raised in these matters.

23 The Parties have conducted a significant investigation into the facts and law during the
24 prosecution of this Action. Such discovery and investigation included the exchange of class
25 information, such as: (1) the size and composition of the Class; (2) production of a sampling of Class
26 Members' records (including timesheets, earnings statements, gratuity reports, and ride receipts);
27 and (3) production of Defendant's written wage and hour policies and procedures. The Parties
28 conducted the aforementioned investigation and discovery in anticipation of, and prior to, the private

1 mediation of the Action. Counsel for the Parties investigated the law as applied to the discovered facts
2 regarding the alleged claims of the Representative Plaintiff and the potential defenses thereto, and the
3 potential damages claimed by the Representative Plaintiff.

4 Thereafter, the Parties participated in a full day of mediation before an experienced and well-
5 regarded mediator, Jeffrey Krivis, Esq., on January 6, 2017. Through the efforts of all Parties and
6 their counsel, as well as the invaluable assistance of the mediator, the Parties were eventually able to
7 reach a Memorandum of Understanding, the terms of which are memorialized in this Agreement. At
8 the mediation, Plaintiff Landy's claims were settled on an individual basis.

9 Representative Plaintiff and Class Counsel concluded, after taking into account the sharply
10 disputed factual and legal issues involved in the Action, the risks and substantial expenses involved
11 in the further prosecution of this case, and the substantial benefits to be received pursuant to the
12 compromise and settlement of the Action at this early stage, as set forth in this Agreement, that
13 settlement on the terms set forth herein is in the best interests of Representative Plaintiff and the Class,
14 and is fair and reasonable. In particular, Class Counsel and Representative Plaintiff understand that
15 given the Court's order upholding the class action waiver and granting the Petition to Arbitrate on an
16 individual basis as well as the potential merits of affirmative defenses expected to be raised by the
17 Defendant, the recovery of Two Hundred Forty Eight Thousand Dollars (\$248,000.00) obtained in
18 the Action on behalf of the Class is both reasonable and fair.

19 Similarly, Defendant concluded that there are benefits associated with settling the Action at
20 this early stage. After taking into account the sharply disputed factual and legal issues involved in
21 the Action, the expense and burden of protracted litigation, and the desire to put the controversy to
22 rest, Defendant believes that settlement on the terms set forth in this Agreement is in its best interest
23 and is fair and reasonable. Defendant in particular has concluded that the future costs and expenses
24 involved in continuing the Action and other potential individual actions are substantial and chose to
25 eliminate any further expenses, attorneys' fees, and risks via the Settlement. In particular, given the
26 severely disputed nature of the case, it is expected that substantial expenses will be incurred
27 determining many issues dealing with discovery, and with respect to multiple individual arbitration
28 proceedings. .

1 This Agreement contemplates (i) entry of an Order preliminarily approving the Settlement
2 and approving certification of a provisional settlement class, contingent upon final approval of the
3 Settlement; (ii) the mailing of a Notice of Settlement to all Class Members; (iii) the processing of any
4 claims, objections, and opt-outs by the Settlement Administrator, as well as payment to the Class
5 Members after final approval of this Agreement by the Court; and (iv) entry of Final Judgment
6 granting final approval of the Settlement.

7 **IV. SETTLEMENT APPROVAL & IMPLEMENTATION PROCEDURE**

8 **A. Preliminary Approval of the Settlement**

9 As soon as practicable, Class Counsel will also submit this Agreement to the Court for its
10 preliminary approval. Such submission will include such motions, pleadings, and evidence as may
11 be required for the Court to determine that this Agreement is fair, adequate, and reasonable, as
12 required by section 382 of the California *Code of Civil Procedure* and Rule 3.769 of the California
13 *Rules of Court*. Such submission will also include a Notice of Class Settlement for the Court to
14 approve, which will then be mailed to the Class Members.

15 **B. Conditional Certification of the Class**

16 Defendant hereby consents, solely for purposes of the Settlement set forth in this Agreement,
17 to the conditional certification of the Class, to the conditional appointment of Class Counsel, and to
18 the conditional approval of the Representative Plaintiff to act as the representatives of the Class;
19 provided, however, that if the Settlement fails to be approved or otherwise fails to be consummated
20 for any reason whatsoever, including but not limited to the Final Judgment not becoming final, then
21 Defendant retains all rights previously available to it, and any provisional certification of any class,
22 or the adoption of any procedure herein, shall be undone and the Parties restored to their pre-
23 Settlement status as if no Settlement had been reached and no decisions were made pursuant to it. In
24 that event, nothing in this Agreement or other papers or proceedings related to the Settlement shall
25 be used as evidence or argument by any party, including any Class Members who opt out, concerning
26 whether or not the claims advanced in the Complaint may properly be maintained as a class action,
27 whether the purported class is ascertainable, or whether Class Counsel or the Representative Plaintiff
28 can adequately represent the members of the class under applicable law.

1 **C. Cooperation**

2 The Parties agree to cooperate fully with each other to accomplish the terms and requirements
3 of this Agreement, including but not limited to, the execution of such documents and to take such
4 other action as may reasonably be necessary to implement the terms of this stipulated Settlement.

5 Except as otherwise provided herein, neither party nor any of their attorneys or agents shall
6 initiate any communication with any Class Members for the purpose of encouraging or discouraging
7 them to Opt-Out of the Class or participate in the Settlement, to make or not make a claim, or to object
8 to the Settlement contained herein, unless agreed upon by the other party in writing or if authorized
9 by the Court. This provision in no way limits Class Counsel from communicating with the
10 Representative Plaintiff, nor does the provision limit Class Counsel from responding to any inquiry
11 initiated by any Class Members regarding the Action.

12 The Parties shall promptly submit this Agreement for preliminary approval and determination
13 by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this
14 Agreement, the Parties shall apply to the Court for the entry of a Preliminary Approval Order
15 scheduling a hearing to determine whether the proposed Class Settlement should be approved as fair,
16 reasonable, and adequate as to the Class Members, and approving as to form and content of the
17 proposed Notice of Settlement.

18 **D. Notice Of Settlement By Mail**

19 Defendant will provide as soon as practicable, but no later than fifteen (15) days after the
20 Preliminary Approval Date, to the Settlement Administrator a list containing the Class Members'
21 names, last known addresses, dates of employment, social security numbers (last four digits) and
22 number of total Qualifying Workweeks worked during the Class Period, which will be used to send
23 the Notice of Settlement to the Class Members. Using this list, the Settlement Administrator shall
24 calculate the Settlement Payment to which each Class Member is entitled to pursuant to the formula
25 provided in Section IV(K)(2), below, and mail the Notice of Settlement via First-Class mail using the
26 United States Postal Service to the most recent address known for each Class Member within forty
27 five (45) days of receipt from Defendant of the Class Members' information. Before mailing the
28 Notice of Settlement, the Settlement Administrator shall review the National Change of Address

1 registry for all Class Members and/or skip trace to determine the most up-to-date addresses of all
2 Class Members. If any Notices of Settlement are returned with a forwarding address, the Settlement
3 Administrator will re-mail the Notice of Settlement to the Class Member whose notice was returned.

4 In the event that prior to the final date for any Class Member to Opt-Out, any Notice mailed
5 to the Class Member is returned as having been undelivered by the U.S. Postal Service (“Notice
6 Return”), the Settlement Administrator shall, via skip-tracing, seek an address correction from such
7 Class Member(s), and send a Redirected Notice to the new or different address within seven (7) days
8 (if such address is found). The Settlement Administrator may conduct any investigation it deems
9 economically reasonable and consistent with its role and industry practice to determine the correct
10 address of any Class Member.

11 The Settlement Administrator shall send a reminder postcard fourteen (14) days before the
12 deadline for the Class Members to submit their Requests for Exclusion/Opt-Out(s). This mailing
13 shall have no effect on the deadline for the Class Member to Opt-Out, Object to the Settlement.

14 The Notice of Settlement to Class Members shall notify the Class Members of the fact and
15 nature of this Settlement. Further, the Notice of Settlement shall inform the Class Members that they
16 are entitled to a Settlement Payment and shall indicate the number of Qualified Workweeks calculated
17 for the particular Class Member along with the estimated amount of the Settlement Payment the
18 particular Class Member will receive if they do not timely file a valid Opt-Out. Moreover, the Notice
19 of Settlement shall outline the procedures for submitting Opt-Outs and/or Objections to the Settlement
20 and all deadlines applicable thereto.

21 Class Members shall have sixty (60) calendar days from the date the Class Notice is first
22 mailed by the Settlement Administrator (“Opt-Out Period” or “Claims Period”) to submit a Request
23 for Exclusion/Opt – Out, or an Objection to Class Settlement, as further explained herein.

24 In order to receive benefits under this Settlement, a Class Member need not submit a Claim
25 Form, but rather, will automatically be entitled to receive payment, unless they timely opt out of the
26 Settlement.

27 **E. Requests for Exclusion (“Opt-Outs”)**

28 Any Class Member who wishes to be excluded from the Settlement outlined herein must mail

1 to the Settlement Administrator a written statement expressing his or her desire to be excluded from
2 the Settlement (a “Request for Exclusion” or “Opt-Out”). For the Request for Exclusion to be
3 accepted it must be timely and valid. To be valid, the Request for Exclusion must contain a statement
4 that the Class Member requests to be excluded from the Class and must include the name (and former
5 names, if any), current address, telephone number, and last four digits of his or her social security
6 number to confirm the Class Members’ identity. In addition, the statement shall be signed by the
7 Class Member.

8 To be timely, any Class Member who wishes to be excluded from the Settlement must submit
9 a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) calendar
10 days after the original date of the Settlement Administrator’s mailing of the Notice of Settlement (the
11 “Opt-Out Period”). Any Class Member who submits a valid and timely Request for Exclusion or Opt-
12 Out shall no longer be a member of the Class, shall be barred from participating in this Settlement,
13 shall not receive a Settlement Payment, shall be barred from objecting to this Settlement, and shall
14 receive no benefit from this Settlement and will not be bound by Settlement or release of claims.

15 **F. Declaration Of Compliance**

16 As soon as practicable, but no later than ten (10) calendar days following the Opt-Out Period,
17 the Settlement Administrator shall provide Class Counsel and Counsel for Defendant with a
18 declaration attesting to completion of the notice process set forth in this Section (Section IV) of the
19 Agreement, including an explanation of efforts to resend undeliverable notices returned with
20 forwarding addresses, and a summary of claims filed, disputed claims, and Opt-Outs, including the
21 name of the class members opting out, which declaration shall be filed with the Court by Class
22 Counsel along with their papers requesting final approval of the Settlement.

23 **G. Sufficient Notice**

24 Compliance with the procedures described in this Section shall constitute due and sufficient
25 notice to Class Members of this Settlement and the Final Approval Hearing, shall satisfy the
26 requirements of due process, and nothing else shall be required of the Representative Plaintiff, Class
27 Counsel, Defendant, Counsel for Defendant, or the Settlement Administrator to provide additional
28 notice of the settlement and the final approval hearing, unless expressly ordered by the Court.

1 **H. Objections To Settlement**

2 Any Class Member wishing to object to the Settlement must notify the Settlement
3 Administrator in writing of his or her intent to object within sixty (60) calendar days of mailing of
4 the Notice of Settlement. Class Members are forever barred from objecting to the Settlement if they
5 do not serve written objections on the Settlement Administrator within sixty (60) calendar days of the
6 mailing of the Notice of Settlement. For any Class Member to whom the Notice of Settlement is re-
7 mailed because the initial mailing did not reach him or her, that Class Member shall have fifteen
8 calendar (15) days from the date of the re-mailing to submit an appropriate response, including
9 objections.

10 To be considered valid, an objection must be in writing, must include the objector’s name and
11 address, job title, dates of employment with Defendant, and last four digits of his/her Social Security
12 Number or his/her employee ID number and must include the basis for the objection (including why
13 the objector believes the settlement is not in the best interest of the Class), along with any and all
14 documents that support the objection. In order to object to the Class Settlement, the Class Member
15 must not have submitted a Request for Exclusion. As soon as practicable, the Settlement
16 Administrator shall forward any and all objections to Class Counsel and Defense Counsel.

17 Class Members who do not file and serve timely written objections in accordance with the
18 procedures set forth in this Agreement and the Class Notice shall be deemed to have waived any
19 objections to the Settlement and shall forever be foreclosed from making any objection (whether by
20 appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation,
21 the fairness, reasonableness, or adequacy of the proposed settlement, or any award of attorneys’ fees
22 or reimbursement of costs and expenses. At no time shall any of the Parties or their counsel seek to
23 solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or
24 appeal from the Order and Final Judgment. Class Counsel shall not represent any Class Members
25 with respect to any such objections.

26 **I. Final Approval Hearing**

27 At the Final Approval Hearing, the Representative Plaintiff, Class Counsel, and Counsel for
28 Defendant shall ask the Court to give final approval to this Agreement and the Settlement contained

1 herein. At this hearing, the Court will consider and rule upon any Objections to Settlement submitted
2 by any Class Member, whether timely or not. Upon granting final approval of the Settlement
3 contained herein, the Court shall also enter a Final Judgment and Order implementing the Releases
4 contained in Section VI of the Agreement as to Representative Plaintiff, and all Class Members who
5 did not timely Opt-Out of the Settlement, as well as the Personal Release contained in Section VII.
6 The Releases contained in Sections VI and VII of this Agreement shall enter into effect concurrently
7 with the issuance of the Final Judgment and Order granting final approval.

8 **J. Formulas to Determine Payment, Distribution of Funds and Payment of Funds**

9 1. *General Terms of Settlement*

10 Defendant shall pay the Total Settlement Amount of Two Hundred Forty Eight Thousand
11 Dollars (\$248,000.00) to settle this Action, within fifteen (15) business days after the Effective Date.
12 The Total Settlement Amount shall be all-in with no reversion to Defendant. Payment of the Total
13 Settlement Amount shall be tendered to the Settlement Administrator, who will place the funds into
14 and hold them in escrow until the Agreement becomes final and approved by the Court.

15 From the Total Settlement Amount, Class Counsel will request, and Defendant will not
16 oppose, up to Eighty Two Thousand, Six Hundred Sixty Six dollars and Sixty Seven Cents
17 (\$82,666.67) as Class Counsel Fees, and Class Counsel's Reasonable Costs, and Mediation Fees of
18 \$4,000 to be reimbursed to counsel, Jennifer Hart, for Evan Landy. In addition, Class Counsel will
19 request up to Ten Thousand Dollars (\$10,000) as an Enhancement Payment to Representative Plaintiff
20 Zorar Tahmasian, and Defendant agrees not to oppose such a request. Under no circumstance will
21 Defendant be required to pay more in Class Counsel Fees, Class Counsel Costs, Mediation Fees,
22 and/or Enhancement Payments than specified in this Section. Class Counsel Fees, Class Counsel
23 Costs, Mediation Fees and the Enhancement Payment are subject to Court approval. The Court's
24 ruling on the request for Class Counsel Fees, Class Counsel Costs, Mediation Fees and Enhancement
25 Payment shall not affect the enforceability of this Agreement or the terms contained herein. In the
26 event the Court reduces the amount requested in Class Counsel Fees, Class Counsel Costs, Mediation
27 Fees and/or Enhancement Payments, the difference shall be added to the Distributable Amount to the
28 Class Members.

1 In addition, the Parties have agreed that Five Thousand Dollars (\$5,000.00) of the Total
2 Settlement Amount will be allocated for PAGA penalties, with 75% of this amount, \$3,750.00, to be
3 paid to the LWDA in satisfaction of any claim for penalties that may be owed to that agency under
4 PAGA (Cal. Labor Code 2698, *et seq.*), and 25% of said amount, \$1,250.00, being distributed to the
5 Class Members on a pro-rata basis (“LWDA Payment”).

6 Further, the Settlement Administration Costs, currently estimated at Fifteen Thousand Dollars
7 (\$15,000.00) shall be made from the Total Settlement Amount. Any and all Settlement Administration
8 Costs shall be made from the Total Settlement Amount. Any amounts not used by the Settlement
9 Administrator for Settlement Administration shall be added to the Distributable Amount to the Class
10 Members.

11 Consequently, the amount from which the Class may be paid, also called the “Distributable
12 Amount,” is estimated to be:

13	Total Settlement Amount	\$248,000.00
14	Class Counsel Fees	-\$82,666.67
15	Class Counsel Costs	-\$15,000.00
16	Mediation Fees	-\$4,000.00
17		
18	Enhancement Payment	-\$10,000.00
19	Settlement Administrator Costs (Est.)	-\$15,000.00
20	LWDA Payment	-\$5,000.00
21	25% of LWDA Payment	\$1,250.00
22		
23	<hr/> Estimated Distributable Amount	\$117,583.33

24
25 No funds will revert to the Defendant from the Total Settlement Amount.

26 **2. Formula for Determining the Value of the Claims for the Class and**
27 **for Each Class Member**

28 In order to fairly distribute the Settlement Payments to Class Members, Class Counsel and

1 Defendant's Counsel have arrived at a formula designed to fairly determine each Authorized
2 Claimant's pro rata payment from the Distributable Amount based on their length of service. The
3 formula is based on the relative amount of the Authorized Claimant's Qualifying Workweeks worked
4 as compared to the total Qualifying Workweeks worked by the Class Members as a whole.

5 Each Authorized Claimant's pro-rata Settlement Payment is calculated by dividing the
6 Distributable Amount, by the total number of Qualifying Workweeks of the Class members who did
7 not opt out of the Settlement, to determine the monetary value of each Qualifying Workweek. To
8 determine each Authorized Claimant's Settlement Payment, the Settlement Administrator will then
9 multiply the number of each Authorized Claimant's Qualifying Workweeks, as calculated above,
10 times the value of each Qualifying Workweek, as calculated above. The resulting figure shall be
11 rounded up to the nearest cent.

12 Mathematically, the Authorized Claimant's payment is calculated as follows: Authorized
13 Claimant's Settlement Payment = [(Distributable Amount ÷ Qualifying Workweeks of the Class
14 Members that did not opt out of the settlement) X (Authorized Claimant's Qualifying Workweeks)].

15 The amount payable to each Authorized Claimant will depend upon the amount of Qualifying
16 Workweeks worked by the Authorized Claimant in California during the Class Period.

17 Payments from the Distributable Amount shall be made only to Authorized Claimants,
18 pursuant to the manner provided in this Agreement and this section, in particular. Within a reasonable
19 time not to exceed fifteen (15) calendar days after the Preliminary Approval Date, Defendant shall
20 provide to the Settlement Administrator a list of the names, most recent addresses (to the extent such
21 are available), dates of employment, social security numbers (last four digits only) (to the extent such
22 are available), telephone numbers, and the approximate number of Qualifying Workweeks worked
23 by each Class Member in California, during the Class Period.

24 Payment to each Authorized Claimant shall be treated as penalties, to be reportable on IRS
25 Form 1099 with no withholding.

26 Each Class Member shall be responsible for any tax consequences of the Settlement or
27 payment of funds pursuant to this Agreement, including the payment of any applicable tax deductions
28 or obligations as if paying through payroll (i.e. federal, state, local income tax, FICA, etc.). Any

1 payroll tax payable from the payment of any settlement funds to any Class Member pursuant to the
2 terms of this Agreement, shall not be made from the Distributable Amount. Defendant shall only be
3 responsible for employer's side payroll taxes if applicable; such employer's side payroll taxes shall
4 not be paid out of the Total Settlement Amount.

5 3. ***Class Counsel Fees, Costs, Enhancement Payment, LWDA Payment,***
6 ***Settlement Administration Cost, and Payment of Total Settlement***
7 ***Amount Funds***

8 Plaintiff and Class Counsel will request, and Defendant agrees not to oppose, payment from
9 the Total Settlement Amount of Ten Thousand Dollars (\$10,000.00) to Representative Plaintiff Zorar
10 Tahmasian as an Enhancement Payment. Class Counsel believes, and Defendant does not challenge,
11 that such an award to the Representative Plaintiff as an Enhancement Payment is reasonable. Plaintiff
12 and Class Counsel will request, and Defendant agrees not to oppose, the payment from the Total
13 Settlement Amount of Eighty Two Thousand, Six Hundred Sixty Six Dollars and Sixty Seven Cents
14 (\$82,666.67) to Class Counsel for Class Counsel Fees. Class Counsel believes, and Defendant does
15 not challenge, that such an award to Class Counsel is reasonable. Plaintiff and Class Counsel will
16 request, and Defendant agrees not to oppose, the payment from the Total Settlement Amount of
17 reasonable costs of suit, which are presently estimated to not exceed Fifteen Thousand Dollars
18 (\$15,000.00) to Class Counsel for Class Counsel Costs. Class Counsel believes, and Defendant does
19 not challenge, that such an award to Class Counsel is reasonable. Plaintiff and Class Counsel will
20 request, and Defendant agrees not to oppose, the payment from the Total Settlement Amount of
21 mediation fees of Four Thousand Dollars (\$4000.00) in reimbursement to Plaintiff Landy's counsel,
22 Jennifer Hart. The Parties have agreed that Five Thousand Dollars (\$5,000.00) of the Total Settlement
23 Amount will be allocated for PAGA penalties, with 75% of this amount, \$3,750.00, to be paid to the
24 Labor & Workforce Development Agency ("LWDA") in satisfaction of any claim for penalties that
25 may be owed to that agency under PAGA. The other 25%, or \$1,250.00, will be distributed to the
26 Authorized Claimants.

27 Class Counsel Fees, Costs, Mediation Fees, and the Enhancement Payment, whether they are
28 awarded as requested or reduced by the Court at its discretion, shall be paid from the Total Settlement

1 Amount.

2 All the Settlement Administration Costs shall be paid from the Total Settlement Amount,
3 which the Parties reasonably estimate will be approximately \$15,000.00.

4 Defendant shall pay the Total Settlement Amount of Two Hundred Forty Eight Thousand
5 Dollars (\$248,000.00) to settle this Action, within fifteen (15) business days after the Effective Date.
6 Class Counsel shall timely provide a completed IRS Form W-9 no later than five (5) business days
7 after the Effective Date and any other information needed for the Settlement Administrator to make
8 Settlement Payments. Any payment obligation by any party shall be tolled until the correct
9 information is provided as required by any party. Settlement Administration Costs may be paid earlier
10 if necessary to effectuate the terms of this Agreement, except that the party paying shall be entitled
11 to offset the costs from the Total Settlement Amount. Under no circumstances shall Defendant be
12 required to pay more than the Total Settlement Amount.

13 **K. The Settlement Administrator**

14 Class Counsel and Defense Counsel designate Kurtzman Carson & Carlson (“KCC”), an
15 experienced Settlement Administrator, to process this Settlement. The Settlement Administrator will
16 administer the Settlement including, but not limited to, distributing the Class Notice of Settlement,
17 calculating and directing the disbursements for Settlement Payments from the Distributable Amount,
18 and handling inquiries about the calculation of individual settlement payments to the Class pursuant
19 to the terms contained in this Agreement. The Settlement Administrator shall establish a settlement
20 payment center address, telephone number, and facsimile number to receive and timely process Class
21 Members’ inquiries about the Class Notice of Settlement, Requests for Exclusion/Opt – Outs and
22 Objections, and process the payments to the Class under the terms of this Agreement.

23 The Settlement Administrator shall provide the parties with weekly reports commencing with
24 the date the Class Notice is first mailed and continuing to the Effective Date notifying the Parties of
25 Notices mailed, Notices returned to sender, Notices re-mailed and the number of valid Opt-Outs
26 submitted by Class Members, if any, the number of Objections and identity of Objectors, if any and
27 the amounts of all Settlement Payments due and payable.

28 The Settlement Administrator shall notify the Parties of the value of all amounts claimed

1 pursuant to the Settlement Administrator for the time, seven (7) days prior to the Final Approval
2 hearing date, and for the second time, within ten (10) business days following the Effective Date.

3 The Settlement Administrator shall not disburse the settlement funds except as provided
4 herein, as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and Class Counsel.
5 Subject to further orders and/or directions as may be made by the Court, the Settlement Administrator
6 is authorized to execute such transactions on behalf of the Class Members as are consistent with the
7 terms of this Agreement.

8 Moreover, the Parties expressly agree that, in the event KCC cannot perform the functions
9 herein within the allocated Settlement Administration Costs of \$15,000.00, they will cooperate with
10 each other to select a new, mutually agreed upon, Settlement Administrator. Under no circumstances
11 shall Defendant be responsible for paying anything above the Total Settlement Amount to account
12 for anticipated and/or unanticipated Settlement Administration duties.

13 **L. Time For Disbursement**

14 Within fifteen calendar (15) days of receipt of Defendant's payment of the Total Settlement
15 Amount, the Settlement Administrator shall cause to be paid all of the claims made by the Class
16 Members under this Agreement, who did not timely file valid Opt-Outs as provided under this
17 Agreement. Payment to any Authorized Claimant will be in the form of a check issued for an amount
18 calculated using the formulas contained in this Agreement, minus any deductions as required by law.
19 Any deduction for wages that normally would apply to the Class Members (as employees) is to be
20 borne by the Class Members from the value of their claim.

21 Settlement checks shall be valid for one hundred and twenty (120) calendar days. Any
22 settlement checks remaining un-cashed after one hundred and twenty (120) calendar days after being
23 issued shall be void and the amount, along with any unclaimed amount, shall be distributed as follows:

24 Fifty percent (50%) to Public Justice, as a *cy Pres* recipient, subject to Court approval. Public
25 Justice is a non-profit public interest and impact litigation law firm, which protects consumers rights
26 and employees against unjust or unfair business practices. The Parties agree that, pursuant to Cal.
27 Code Civ. Proc. § 384(b)(3)(C), that Public Justice satisfies the requirement insofar as it is a non-
28 profit which supports projects that furthers legal causes on behalf of employees similarly situated to

1 Class Members, consistent with the purposes of the underlying class action, including securing fair
2 wages, accurate timekeeping and payroll measures, and meal and rest break policies compliant with
3 California Law – See <https://www.publicjustice.net/what-we-do/workers-rights/>.

4 Neither Plaintiff’s counsel nor Defendant’s counsel are involved in any way in Public Justice.

5 Twenty Five percent (25%) to the State Treasury for Deposit into the Trial Court Improvement
6 and Modernization Fund, as described in Cal. Code Civ. Proc. § 384(b)(3)(A).

7 Twenty Five percent (25%) to the State Treasury for Deposit into the Equal Access Fund of
8 the Judicial Branch, as described in Cal. Code Civ. Proc. § 384(b)(3)(B).

9 Class Members who do not timely Opt-Out will be bound by all the terms of this Agreement,
10 regardless of whether that Class Member receives and cashes his or her check for Settlement Payment.

11 **M. Taxes**

12 1. ***Withholding and Reporting Requirements***

13 Since the parties have agreed that the payments to the Class shall be treated as penalties, the
14 Settlement Administrator shall be responsible for the (i) timely and proper filing of all required
15 federal, state, and local forms (e.g., 1099s, W-2s, etc.) with the appropriate taxing authorities, and
16 (ii) completion of any other steps necessary for compliance with any tax obligations of the Settlement
17 under federal, state, and/or local law, as applicable. To verify the Settlement Administrator’s
18 compliance with the foregoing withholding and reporting requirements, as soon as administratively
19 practicable, the Settlement Administrator shall furnish Class Counsel and Counsel for Defendant with
20 copies of all forms reflecting the filing of 1099s. The Settlement Administrator shall provide a final
21 declaration adequate to demonstrate full compliance with all duties set forth in this Agreement,
22 including but not limited to reporting obligations.

23 **N. Circular 230 Disclaimer**

24 Each party to this Agreement (for purposes of this section, the “Acknowledging Party”; and
25 each party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges
26 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
27 between or among the parties or their attorneys and other advisers, is or was intended to be, nor shall
28 any such communication or disclosure constitute or be construed or be relied upon as, tax advice

1 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended);
2 (2) the Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal
3 and tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not
4 entered into this Agreement based upon the recommendation of any other party or any attorney or
5 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by
6 any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
7 Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any limitation
8 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
9 whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax
10 treatment or tax structure of any transaction, including any transaction contemplated by this
11 Agreement.

12 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

13 **A. No Admission**

14 Neither the acceptance nor the performance by Defendant of the terms contained in this
15 Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed
16 as, or deemed a precedent or an admission by Defendant of the truth of any allegations in any version
17 of the Complaint.

18 **B. Non-Evidentiary Use**

19 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation
20 or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any
21 individual who filed an Opt-Out), Defendant, or its or their respective counsel, in the Litigation or
22 any other proceeding, except as is reasonably necessary to effectuate its purpose and terms. This
23 Agreement may be used by Defendant to prove or defend against any claim released herein by any
24 Class Member in any judicial, quasi-judicial, administrative, or governmental proceeding.

25 **C. Nullification**

26 If the Court for any reason does not approve this Settlement, this Agreement shall be
27 considered null and void and all parties to this Settlement shall stand in the same position, without
28 prejudice, as if the Settlement had been neither entered into nor filed with the Court. Moreover, in the

1 event the Court does not approve this Settlement, Defendant will not be deemed to have waived,
2 limited, or affected in any way any of its objections, or defenses in this Action. Invalidation of any
3 material portion of this Settlement shall invalidate this Settlement in its entirety unless the Parties
4 agree in writing that the remaining provisions shall remain in full force and effect.

5 **VI. RELEASE**

6 It is the desire of the Representative Plaintiff, Class Members, and Defendant to fully, finally,
7 and forever settle, compromise, and discharge disputes and claims arising from or related to this
8 Action. Upon the final approval by the Court of this Agreement and by operation of the Agreement's
9 terms, and except as to such rights or claims as may be created by this Agreement, all Class Members
10 who do not submit valid and timely written Requests for Exclusion (Opt-Out), fully release and
11 discharge the Defendant from all Released Claims, whether known or unknown during the Class
12 Period. Representative Plaintiff and Defendant stipulate and agree that the consideration paid to the
13 Class Members pursuant to this Agreement compensates the Class Members for all wages and
14 penalties due to them arising from the claims alleged in the operative Complaint.

15 "Released Claims" means any and all claims, debts, liabilities, demands, obligations,
16 guarantees, costs, expenses, attorneys' fees, damages, or causes of action, which related to
17 any and all claims which were alleged or could have been alleged based on the facts in the
18 operative Complaint filed by Representative Plaintiffs, on their behalf and on behalf of the
19 Class Members in this Action during the Class Period, including the date of preliminary
20 approval of this proposed Settlement under any federal, state or local law, and shall
21 specifically include, but is not limited to claims for failure to pay wages and overtime wages,
22 failure to provide meal and rest periods, failure to pay reporting time wages under wage order
23 no. 9-2001, failure to provide accurate wage statements, penalties under Labor Code § 203,
24 penalties under Labor Code § 226, penalties under Labor Code § 558, penalties under the
25 Private Attorneys General Act, Labor Code § 2699 et seq., violations of Business and
26 Professions Code §§ 17200 et seq., any similar claims and any related statutory and/or civil
27 penalties, which were alleged or could have been alleged based on the facts in the operative
28 Complaint, and shall be inclusive of Representative Plaintiffs' attorney's fees and costs.

1 With Respect to Claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.*, Class
2 Members shall be deemed to have opted into a settlement of such claims if they cash a check for
3 benefits under this Settlement.

4 **VII. MISCELLANEOUS PROVISIONS**

5 **A. Amendments**

6 The terms and provisions of this Agreement may be amended only by a written agreement,
7 which is both (1) signed by the Representative Plaintiff, Class Counsel, Defendant, and Counsel for
8 Defendant.

9 **B. Jurisdiction of the Court to Enforce Terms of Agreement**

10 The Parties stipulate and agree that the Court will retain jurisdiction to enforce the terms of
11 this Agreement following the entry of the Judgment pursuant to California Code of Civil Procedure
12 section 664.6. The Parties agree to the exclusive jurisdiction of the Court to enforce the terms and
13 conditions contained herein.

14 **C. Enforcement Actions**

15 In the event one or more of the Parties to this Stipulation institutes any legal action or other
16 proceeding against any other party or parties to enforce the provisions of this Stipulation, or to declare
17 rights and/or obligations under this Stipulation, the successful party or parties shall be entitled to
18 recover from the unsuccessful party or parties reasonable attorneys' fees and costs in connection with
19 any enforcement actions.

20 **D. No Inducements**

21 Plaintiff and Defendant acknowledge that they are entering into this Agreement as a free and
22 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that
23 neither Plaintiff nor Defendant has relied on any promises, representations, or warranties regarding
24 the subject matter hereof other than as set forth in this Agreement.

25 **E. No Prior Assignment**

26 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
27 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
28 entity any portion of any liability, claim, demand, action, cause of action or rights herein released and

1 discharged except as set forth herein. If any claims are made by any Class Member between the start
2 of the Class Period and the date in which the Court approves the Settlement outlined in this Agreement
3 as final, such a claim will be deemed covered and released by the individual Class Member making
4 the claim unless such Class Member has timely exercised the right to be excluded from this
5 Agreement under the terms set forth herein. Any Class Member covered by this Agreement will be
6 barred from proceeding with any such claim.

7 **F. Representative Plaintiff's Personal Release**

8 As part of the Agreement, Representative Plaintiff Zorar Tahmasian grants the Defendant the
9 Personal Release, as that term is defined in Section II, Paragraph 24.

10 **G. Counterparts**

11 This Agreement, and any amendments hereto, may be executed in any number of counterparts,
12 each of which when executed and delivered shall be deemed to be an original and all of which taken
13 together shall constitute but one and the same instrument. This Agreement will become effective on
14 the date when the last person signs and dates it.

15 **H. Integration Clause**

16 This document, along with any exhibits attached hereto, constitutes the complete and entire
17 Agreement between the parties pertaining to the subject matter hereof, and the final, complete and
18 exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements,
19 representations, negotiations, and understandings between the parties, oral or written, express or
20 implied, are hereby superseded and merged herein.

21 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement and have caused this
22 Agreement to be executed by their duly authorized representatives.

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REPRESENTATIVE PLAINTIFF

Date: _____

ZORAR TAHMASIAN
Personally and as Representative Plaintiff

MIDWAY RENT A CAR, INC.

Date: 8-31-17

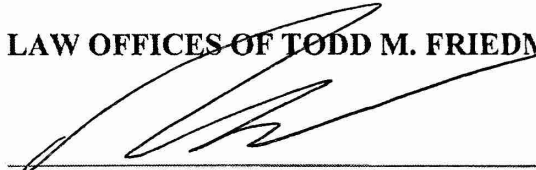


Title: Prosper
Midway Rent A Car, Inc.

APPROVED AS TO FORM AND CONTENT

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

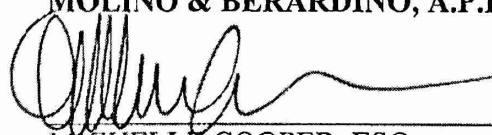
Date: 9/5/17



TODD M. FRIEDMAN, ESQ.
ADRIAN R. BACON, ESQ.
Class Counsel

MOLINO & BERARDINO, A.P.L.C.

Date: 8/31/17

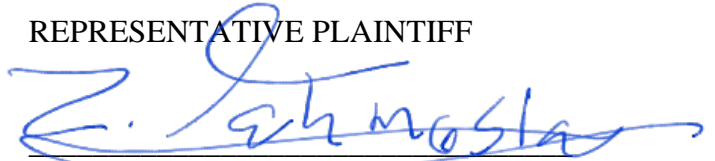


MICHELLE COOPER, ESQ.
Counsel for Defendant MIDWAY RENT A CAR INC.

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Date: 09/05/2017

REPRESENTATIVE PLAINTIFF



ZORAR TAHMASIAN
Personally and as Representative Plaintiff

MIDWAY RENT A CAR, INC.

Date: _____

Title: _____
Midway Rent A Car, Inc.

APPROVED AS TO FORM AND CONTENT

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

Date: _____

TODD M. FRIEDMAN, ESQ.
ADRIAN R. BACON, ESQ.
Class Counsel

MOLINO & BERARDINO, A.P.L.C.