

# **EXHIBIT A**

## STIPULATION OF SETTLEMENT AND RELEASE

This stipulation of settlement and release ('Stipulation of Settlement') is made and entered into by and between Plaintiff Jose Meza ('Plaintiff'), individually and on behalf of all others similarly situated, and Defendants S.S. Skikos, Inc., S.S. Skikos Distribution, Inc., S.S. Skikos Enterprise, LLC, dba Skikos Trucking Inc. ('Defendant' or 'Defendants'), and their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

### A. Definitions

1. "Administration Costs" means the actual and direct costs reasonably charged by the Settlement Administrator for its services in administering the Settlement, currently projected by the Parties not to exceed Twelve Thousand Dollars (\$12,000.00).

2. "California Class" means all current and former Drivers employed by Defendants in California during the California Class Period. Members of the California Class are referred to herein as "California Class Members."

3. "California Class Form" means the form notifying California Class Members of their Individual Work Weeks and estimated Individual Settlement Payment in substantially the form as Exhibit 1, attached hereto.

4. "California Class Period" is the period beginning April 27, 2011 through the date of Preliminary Approval.

5. "California Class Released Claims" means all claims, demands, rights, liabilities and causes of action that were or could have been asserted (whether in tort, contract, or otherwise) for violation of the California Labor Code, the California Business & Professions Code, the Labor Code Private Attorneys General Act of 2004, the applicable Industrial Welfare Commission Wage Orders or any similar state or federal law, whether for unpaid wages, economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief arising out of, relating to, or in connection with any facts and/or claims pled in the complaint, which are or could be the basis of claims that Defendant failed to provide all wages and overtime wages due, failed to pay the minimum wage, failed to provide timely or accurate final paychecks, failed to timely pay compensation, engaged in recordkeeping violations, failed to provide accurate itemized wage statements, failed to provide meal breaks, failed to authorize and permit rest breaks, and/or engaged in unfair business practices based on the foregoing violations, at any times during the California Class Period.

6. "California FLSA Class" means all current and former Drivers who were employed by Defendants in California during the California FLSA Class Period. Members of the California FLSA Class are referred to herein as "California FLSA Class Members."

7. "California FLSA Class Period" is the period beginning April 27, 2012 through the date of Preliminary Approval.

8. "California FLSA Class Released Claims" means all claims, demands, rights, liabilities and causes of action that were or could have been asserted (whether in tort, contract, or otherwise) for violation of the Fair Labor Standards Act whether for unpaid wages, economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief arising out of, relating to, or in connection with any facts and/or claims pled in the complaint, which are or could be the basis of claims that Defendant failed to provide all wages and

overtime wages due, failed to pay the minimum wage and/or engaged in recordkeeping violations, at any time during the California FLSA Class Period.

9. “California FLSA Opt In Form” means a proof of claim and release, and consent to join in substantially the form as Exhibit 2, attached hereto.

10. “California FLSA Percentage Share” means each California FLSA Class Member’s Individual Work Weeks divided by the California FLSA Total Work Weeks, as applicable.

11. “California FLSA Settlement Allocation” means the portion of the Maximum Settlement Amount allocated to the California FLSA Class. The California FLSA Settlement Allocation is 10% of the Maximum Settlement Amount.

12. “California FLSA Total Work Weeks” means the sum of all Individual Work Weeks for all California FLSA Class Members.

13. “California Percentage Share” means each California Class Member’s Individual Work Weeks divided by the California Total Work Weeks.

14. “California Settlement Allocation” means the portion of the Maximum Settlement Amount allocated to the California Class. The California Settlement Allocation is 90% of the Maximum Settlement Amount.

15. “California Total Work Weeks” means the sum of all Individual Work Weeks for all California Class Members.

16. “Claimants” means those California Class Members who do not submit an Exclusion Letter and those California FLSA Class Members who submit, or previously submitted, a timely California FLSA Opt In Form.

17. “Class” means collectively the California Class and California FLSA Class. Members of the Class are referred to herein as “Class Members.”

18. “Class Counsel” means Plaintiffs’ counsel, Schneider, Wallace, Cottrell, Konecky Wotkyns LLP and Villegas Carrera, LLP.

19. “Complaint” means the first amended complaint filed in the Lawsuit on or about April 27, 2015.

20. “Court” means the United States District Court, Northern District of California.

21. “Defendant’s Counsel” means the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

22. “Exclusion Letter” means a letter submitted by a California Class Member to the Settlement Administrator and postmarked by the Objection/Exclusion Deadline that includes the California Class Member’s name and signature and the following statement or something similar to “I request to be excluded from the class action proceedings taking place in the matter of *Meza v. Skikos*, United States District Court, Northern District of California, Case No. 3:15-CV-01889 TEH.”

23. “Fee and Expense Award” means such award of fees and expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiffs and the Class in the Lawsuit. The Fee and Expense Award will not exceed 33 1/3rd% of the

Maximum Settlement Amount, which is Two Hundred Thirty-three Thousand Three Hundred Ten Dollars (\$233,310.00), plus Class Counsel's actual out-of-pocket expenses in prosecuting this Lawsuit, which will not exceed Twenty-two Thousand Dollars (\$22,000.00).

24. "Final Approval" means that the Final Approval Order and Judgment have been entered by the Court.

25. "Final Approval Order" means the Order Granting Final Approval of Class Settlement, which shall be submitted with the motion for final approval.

26. "Individual Settlement Payment" means the portion of the Net Settlement Proceeds distributable to each Claimant.

27. "Individual Work Weeks" means weeks of employment for each Class Member as reflected by Defendant's corporate and business records, exclusive of leaves of absence, during the applicable class period. Approximations and averages will be used to cover periods where data is missing or otherwise not available.

28. "Judgment" means the form of Judgment entered by the Court which shall be submitted with the motion for final approval.

29. "Lawsuit" means the case *Meza et. al. v. S.S. Skikos, Inc., etc.*, United States District Court, Northern District of California, Case No. 3:15-cv-01889 TEH.

30. "Maximum Settlement Amount" means the maximum amount of Seven Hundred Thousand Dollars (\$700,000.00) that Defendant shall pay as a result of this Stipulation of Settlement.

31. "Mediator" means David Rotman, Esq.

32. "Net Settlement Proceeds" means the Maximum Settlement Amount less the Fee and Expense Award, the Service Payments, the PAGA Payment and Administration Costs, as approved and awarded by the Court. At this time, the Net Settlement Proceeds is estimated to be \$417,690.00. 90% of the Net Settlement Proceeds shall be allocated to the California Class and 10% of the Net Settlement Proceeds shall be allocated to the California FLSA Class.

33. "Notice" means the Court-approved form of notice to Class Members, substantially in the form as Exhibit 3, attached hereto.

34. "Notice Packet" means the Notice, California Class Form and California FLSA Opt In Form, as applicable.

35. "Objection/Exclusion Deadline" means the date forty five (45) days following the date on which the Settlement Administrator first mails the Notice Packet to the Class Members.

36. "Opt In Deadline" means the date forty five (45) days following the date on which the Settlement Administrator first mails the Notice Packet to the California FLSA Class Members.

37. "PAGA Payment" means the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), which shall be allocated from the Maximum Settlement Amount to pay all applicable penalties under PAGA to the Labor and Workforce Development Agency ('LWDA').

38. "Parties" means Plaintiffs, the California Class, the California FLSA Class and Defendants, collectively.

39. “Payment Obligation and Class Release Date” means (a) the date when the Final Approval Order is signed, if there are no objectors, or (b) in the event there are objectors, thirty-two days after service of notice of entry of the Final Approval Order and Judgment on the Parties and all objectors to the Settlement without any appeals or requests for review being taken, or (c) orders affirming said Final Approval Order and Judgment or denying review after exhaustion of all appellate remedies, if appeals or requests for review have been taken.

40. “Payroll Taxes” means the employer’s portion of FICA, FUTA, and all other state and federal payroll taxes.

41. “Preliminary Approval” means that the Court has entered an order preliminarily approving the terms and conditions of this Stipulation of Settlement, including the manner of providing notice to Class Members.

42. “Released Parties” means Defendant S.S. Skikos, Inc.; S.S. Skikos Distribution, Inc.; S.S. Skikos Enterprises, LLC, d/b/a Skikos Trucking, Inc., its past or present successors and predecessors in interest, subsidiaries, affiliates, parents, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

43. “Service Payment” means the sum paid to Plaintiff Jose Meza in recognition of his efforts in obtaining the benefits of the Settlement. The Service Payment shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

44. “Settlement” means the terms and conditions set forth in this Stipulation of Settlement.

45. “Settlement Administrator” means Simpluris or such other entity which the Parties mutually agree shall serve as Settlement Administrator.

## **B. General**

46. Plaintiffs filed the Complaint in the United States District Court, Northern District of California on April 27, 2015. After Defendants answered the Complaint, the Parties agreed to exchange informal discovery and participate in a mediation with the Mediator. At the conclusion of the mediation, the Parties reached a settlement in principle, which is memorialized in this Stipulation of Settlement.

47. Defendant denies any liability and wrongdoing of any kind associated with the claims alleged in the Lawsuit, and further denies that the Lawsuit is appropriate for collective or class treatment for any purpose other than this Settlement. Defendant contends, among other things, that it has complied at all times with the Fair Labor Standards Act, the California Labor Code, the Industrial Welfare Commission Wage Orders, and the California Business and Professions Code.

48. Plaintiffs believe that the Lawsuit is meritorious and that class and collective certification is appropriate.

49. Class Counsel has conducted a thorough investigation into the facts of the Lawsuit, including informal discovery, a review of company documents and interviews with Class Members. Class Counsel is knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members’ claims against Defendant. Based on the forgoing data and on

their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous other issues. Defendant agrees not to dispute that the Settlement is fair, reasonable and adequate.

50. The Parties stipulate and agree to the certification of the Class for purposes of this Settlement only. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendant expressly reserves its right and declares that it intends to oppose class certification vigorously should this Settlement not be granted Final Approval.

### **C. Settlement Components**

51. The Settlement in this Lawsuit shall have five components: (1) the Individual Settlement Payments; (2) the Service Payment; (3) the Fee and Expense Award; (4) the Administration Costs; and (5) the PAGA Payment. All of these components are included in the Maximum Settlement Amount and shall be deducted prior to the California Settlement Allocation and California FLSA Settlement Allocation.

**(a) Payroll Taxes:** The Maximum Settlement Amount does not include the Payroll Taxes, which shall be paid by Defendant separate and apart from the Maximum Settlement Amount. The Payroll Taxes will be computed by the Settlement Administrator based on the amounts paid to the Claimants. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

**(b) Calculation of the Individual Settlement Payments:** The Settlement Administrator shall have the authority and obligation to calculate the amounts of Individual Settlement Payments in accordance with the methodology set forth in this Stipulation of Settlement and orders of the Court. The Parties recognize and agree that the claims for relief in the Lawsuit are extremely difficult to determine with any certainty for any given year, or at all, and are subject to myriad differing calculations and formulas. The Parties agree that the formula for allocating the Individual Settlement Payments to Claimants provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons, in light of the uncertainties of the compensation alleged to be owed to the Class and the calculation of such amounts.

It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Claimants all applicable payroll and employment taxes, but not federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. Each Claimant's share of all applicable payroll and employment taxes withheld and deposited with the applicable governmental authorities in accordance with this Stipulation of Settlement shall be a part of, and paid out of, the Individual Settlement Payment to each Claimant. Each Claimant will be responsible for paying all applicable state, local, and federal income taxes on all amounts the Claimant receives pursuant to this Stipulation of Settlement.

The Parties have agreed that the Individual Settlement Payments will be calculated on the basis of the number of Individual Work Weeks, as applicable. The Individual Settlement Payments for the

Claimants in the California Class will be calculated by multiplying 90% of the Net Settlement Proceeds by each California Class Member's California Percentage Share. The Individual Settlement Payments for the Claimants in the California FLSA Class will be calculated by multiplying 10% of the Net Settlement Proceeds by each California FLSA Class Member's California FLSA Percentage Share.

The Individual Settlement Payments will be allocated as follows: 25% to settlement of wage claims, which will be subject to required tax withholdings; and 75% to settlement of claims for liquidated damages, interest and/or statutory penalties, which will be paid without withholding any amount. The portion allocated to wages shall be reported on an IRS Form W-2, and the portion allocated to liquidated damages, interest and statutory penalties shall be reported on an IRS Form 1099.

**(c) Allocation of Unclaimed Funds:** If there are unclaimed funds due to California Class Members submitting Exclusion Letters those unclaimed funds shall be distributed pro rata to the California Class Members who did not submit Exclusion Letters. If there are unclaimed funds due to California FLSA Class Members not timely submitting California FLSA Opt In Forms, those unclaimed funds shall be distributed pro rata to the California FLSA Class Members who did submit timely California FLSA Opt In Forms.

**(d) Service Payments:** Defendant agrees not to challenge Class Counsel's request for the Service Payment to the Plaintiff, Jose Meza. The Service Payment will be paid in addition to Plaintiff Meza's Individual Settlement Payment. Should the Service Payment approved by the Court be less than the amount sought, the difference shall be added to the Net Settlement Proceeds prior to the allocations to the California Class and California FLSA Class. An IRS Form 1099 will be issued to Plaintiff Meza in connection with the Service Payment.

**(e) Class Counsel's Fees and Costs:** Defendant agrees not to challenge Class Counsel's request for its Fee and Expense Award. Should the Fee and Expense Award approved by the Court be less than the amount sought, the difference shall be added to the Net Settlement Proceeds prior to the allocations to the California Class and California FLSA Class. A Form 1099 will be issued to Class Counsel. Payment of the Fee and Expense Award to Class Counsel shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Lawsuit incurred by any attorney on behalf of Plaintiffs or the Class, and shall relieve Defendant and Defendant's Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of Plaintiffs and/or the Class. Upon receipt of the Fee and Expense Award, Class Counsel, Plaintiff and the Class will be deemed to have released Defendant from any and all claims for fees and costs resulting from the Lawsuit.

**D. Release by the California Class.**

52. Upon the Payment Obligation and Class Release Date, the California Class Members (other than those who submit an Exclusion Letter) will fully release the California Class Released Claims and agree not to sue or otherwise make a claim against any of the Released Parties for the California Class Released Claims. The Individual Settlement Payments shall be paid to California Class Claimants specifically in exchange for the release of the Released Parties from the California Class Released Claims and the covenant not to sue concerning the California Class Released Claims.

53. The release of claims provided by this Stipulation of Settlement includes California Class Members' California Class Released Claims, which a California Class Member does not know or suspect to exist in his or her favor against Defendant as of the date of Final Approval. Each California Class Member, including Plaintiff, waives all rights and benefits afforded by section 1542

of the California Civil Code as to their California Class Released Claims, and does so understanding the significance of that waiver. Section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

**E. Release by the California FLSA Class**

54. Upon the Payment Obligation and Class Release Date, the California FLSA Class Members who submit (and who previously submitted) a timely and valid California FLSA Opt In Form will fully release the California FLSA Class Released Claims and agree not to sue or otherwise make a claim against any of the Released Parties for the California FLSA Class Released Claims. The Individual Settlement Payments shall be paid to California FLSA Class Claimants specifically in exchange for the release of the Released Parties from the California FLSA Class Released Claims and the covenant not to sue concerning the California FLSA Class Released Claims.

55. The release of claims provided by this Stipulation of Settlement includes California FLSA Class Members' California FLSA Class Released Claims which a California FLSA Class Member does not know or suspect to exist in his or her favor against Defendant as of the date of Final Approval.

**F. Release of Additional Claims & Rights by Plaintiff**

56. Upon Preliminary Approval, Plaintiff Jose Meza hereby fully releases the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind under local, state or federal law, which have been or could have been asserted against the Released Parties arising out of or relating to Plaintiff's employment by Defendant and termination thereof (as applicable) and/or any other event, act, occurrence, or omission taking place on or before the date the Court grants Final Approval of this Settlement. The Parties acknowledge that the foregoing release was separately bargained for after the Parties reached agreement on the terms of the relief for the Class and is a material element of the Agreement.

57. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Plaintiff expressly waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

**G. Preliminary Approval**

58. Plaintiff will request that the Court set a hearing as soon as possible to consider Preliminary Approval of the Settlement. In conjunction with such hearing, Class Counsel shall submit



this Stipulation of Settlement, together with the exhibits attached hereto, and any other documents necessary to implement the Settlement.

59. Class Counsel shall provide a copy of the draft motion for preliminary approval to Defendant's Counsel for review three (3) calendar days before filing it with the Court.

**H. Notice and Claim Process.**

60. Within five (5) calendar days after entry of the order granting Preliminary Approval, Defendant shall provide to the Settlement Administrator a list of all Class Members, including their name, social security number, last known address, telephone number, and Individual Work Weeks.

61. Within ten (10) calendar days after receiving the Class Member list from Defendant, the Settlement Administrator shall send the Notice Packet via first class mail to all Class Members. Prior to the initial mailing, the Settlement Administrator will check the addresses provided by Defendant through the National Change of Address System.

62. If an original Notice Packet is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend a Notice Packet to that forwarding address, along with a brief letter for California FLSA Class Members stating that the recipient of the Notice Packet has until the original deadline set forth on the Notice or seven (7) days after the re-mailing of the Notice Packet (whichever is later) to submit a California FLSA Opt In Form. If an original Notice Packet is returned as undeliverable without a forwarding address, the Settlement Administrator will make reasonable efforts to locate forwarding addresses, including a skip trace, and if it obtains a more recent address, will resend a Notice Packet, along with a brief letter for California FLSA Class Members stating that the recipient of the Notice Packet has until the original deadline set forth on the Notice or seven (7) days after the re-mailing of the Notice Packet (whichever is later) to submit a California FLSA Opt In Form.

63. At least seven (7) calendar days prior to the final approval hearing, the Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice Packet to counsel for all Parties.

64. If the Settlement Administrator receives a California FLSA Opt In Form on or before the Opt In Deadline but it is unsigned by the California FLSA Class Member, then within five (5) calendar days of its receipt of the defective form, the Settlement Administrator shall, after retaining a copy of the defective form, mail the defective form back to the California FLSA Class Member with instructions on how to cure the defect and instructions that the corrected form must be received by the Settlement Administrator by the original deadline set forth on the Notice or seven (7) days after the mailing of the defective form (whichever is later). If the California FLSA Class Member's Opt In Form remains defective after this opportunity to cure, unless the Parties agree otherwise, it shall be rejected by the Settlement Administrator and the Settlement Administrator shall send that person a notice stating the reason the claim was denied.

65. To the extent a Claimant disputes the Individual Work Weeks shown in his or her California Class Form or California FLSA Opt In Form, the Claimant may produce evidence to the Settlement Administrator establishing the dates he or she contends to have worked for Defendant as a Class Member. Defendant's records will be presumed determinative. The Settlement Administrator shall notify counsel for the Parties of any disputes. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall resolve any disputes and notify counsel for the Parties of its decision.

66. The Settlement Administrator's determination of eligibility for any Individual Settlement Payments under the terms of this Stipulation of Settlement shall be conclusive, final and binding on all Parties and all Class Members, so long as the Settlement Administrator has first consulted with the Parties regarding any disputes or questions as to eligibility.

67. The Notice shall provide that California Class Members who wish to exclude themselves from the Settlement must submit an Exclusion Letter. Any California Class Member who properly requests exclusion using this procedure will not be entitled to any payment from the Settlement and will not be bound by the Stipulation of Settlement or have any right to object, appeal or comment thereon. California Class Members who fail to submit an Exclusion Letter shall be bound by all terms of the Stipulation of Settlement and any judgment entered in the Lawsuit if the Settlement is approved by the Court.

68. If 10% or more of the California Class Members submit an Exclusion Letter, Defendant shall have the option of canceling the settlement and all actions taken in its furtherance will be null and void. Defendant must exercise this right within seven (7) calendar days after the Settlement Administrator notifies the Parties of the number of Exclusion Letters received, which the Settlement Administrator must do within two (2) calendar days after the Objection/Exclusion Deadline.

69. In order to object to the Settlement, a California Class Member must file his or her objection with the Court no later than the Objection/Exclusion Deadline, or seven (7) days after the re-mailing of the Notice Packet to that Class Member, whichever is later.

70. California FLSA Class Members must mail or deliver a completed California FLSA Opt In Form, as applicable, to the Settlement Administrator by the Opt In Deadline, or seven (7) days after the re-mailing of the Notice Packet to that Class Member, whichever is later. The timeliness of submitted California FLSA Opt In Forms will be determined by valid postmark. In the event that the postmark is illegible or missing, the California FLSA Opt In Form shall be deemed timely if it is received within five (5) days after the Opt In Deadline.

71. Defendant will provide the Settlement Administrator with sufficient funds to make all payments due to Plaintiff, Class Counsel, the LWDA, the Settlement Administrator, and the Claimants, plus any owed Payroll Taxes as soon as practicable, but no later than three (3) business days after the Payment Obligation and Class Release Date.

72. The Settlement Administrator will mail or wire all required payments no later than fourteen (14) calendar days after the Payment Obligation and Class Release Date. If a Claimant's check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Claimant at his or her correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments will become void and no longer available if not cashed within one hundred eighty days (180) days after mailing. Any funds from uncashed checks for Claimants shall escheat to the California Industrial Relations Unclaimed Wages Fund. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to the Court, Class Counsel and Defendant's Counsel.

73. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Class, Class Counsel or the Settlement Administrator based on mailings, distributions and payments made in accordance with this Stipulation of Settlement.

**I. Motion for Final Approval.**

74. Plaintiff shall timely file the motion for final approval and request entry of the Final Approval Order and Judgment. Two (2) business days prior to filing the motion for final approval of the Settlement, Class Counsel shall provide a draft of the motion to Defendant's Counsel for review.

**J. No Effect on Employee Benefits.**

75. The Individual Settlement Payments and the Service Payments shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g. vacation, retirement plans, etc.) of Claimants or Plaintiffs. No benefit, including but not limited to 401K benefits, shall increase or accrue as a result of any payment made as a result of this Settlement.

**K. Publicity.**

76. Plaintiffs and Class Counsel will keep the terms of the settlement confidential until the preliminary approval papers are filed. This shall not restrict Class Counsel from posting information on their respective firm websites to notify Class Members of the Settlement and provide them with the Notice, or communicating directly with Class Members about the Settlement.

**L. Voiding the Agreement.**

77. In the event of any of the following: (i) the Court does not approve the scope of the California Class Released Claims or California FLSA Class Released Claims; (ii) the Court finds the Maximum Settlement Amount is insufficient to warrant approval; or (iii) 10% or more of the California Class Members submit an Exclusion Letter, Defendant may elect to reject this Settlement and the Stipulation of Settlement shall be null and void ab initio and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation of the Parties. In such case, the Class Members and Defendant shall be returned to their respective statuses as of the date immediately prior to the execution of this Stipulation of Settlement. In the event an appeal is filed from the Final Approval Order and Judgment, or any other appellate review is sought prior to the Payment Obligation and Class Release Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

**M. Parties' Authority.**

78. The signatories hereto represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties to the terms and conditions hereof.

**N. Mutual Full Cooperation.**

79. The Parties and their counsel agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Stipulation of Settlement, the Parties shall seek the assistance of the Court or the Mediator to resolve such disagreement.

**O. No Prior Assignments.**

80. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Stipulation of Settlement.

**P. No Admission.**

81. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Stipulation of Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Stipulation of Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Stipulation of Settlement.

**Q. Construction.**

82. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Stipulation of Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party or his or its counsel participated in the drafting of this Stipulation of Settlement.

**R. Jurisdiction of the Court.**

83. Except for those matters to be resolved by the Mediator or the Settlement Administrator as expressly stated, any dispute regarding the interpretation or validity of or otherwise arising out of this Stipulation of Settlement, or relating to the Lawsuit or the Class Released Claims, shall be subject to the exclusive jurisdiction of the Court, and the Plaintiffs, Class Members, and Defendant agree to submit to the personal and exclusive jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Stipulation of Settlement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Stipulation of Settlement and all orders and judgments entered in connection therewith.

**S. California Law Governs.**

84. All terms of this Stipulation of Settlement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

**T. Invalidity of Any Provision.**

85. The Parties request that before declaring any provision of this Stipulation of Settlement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents.

**U. Headings.**

86. The headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision hereof.

**V. Exhibits.**

87. The terms of this Stipulation of Settlement include the terms set forth herein and the attached Exhibits 1-3, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Stipulation of Settlement are an integral part of the Settlement.

**W. Amendment or Modification.**

88. This Stipulation of Settlement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

**X. Entire Agreement.**

89. This Stipulation of Settlement, including Exhibits 1-3 attached hereto, contains the entire agreement between Plaintiff and Defendant relating to the Settlement and transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

**Y. Binding On Assigns.**

90. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

**Z. No Solicitation re: Claims, Objections, Exclusions or Appeals.**

91. The Parties and their counsel shall not solicit or otherwise encourage Class Members to submit written objections to the Settlement, to request exclusion or to appeal from the Court's Final Approval Order and Judgment.

**AA. Interim Stay of Proceedings.**

92. The Parties agree to hold in abeyance all proceedings in the Lawsuit, except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

**BB. CC. Counterparts.**

93. This Stipulation of Settlement may be executed in counterparts, and when each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

**CC. Plaintiffs' Agreement to be Bound**

94. By signing this Stipulation of Settlement, Plaintiffs agree to be bound by the terms herein. If any of the Plaintiffs object to or opt-out of the Settlement, Defendant will have the option at its discretion of rejecting the Settlement in its entirety.

Dated: 01-15-, 2016

JOSE MEZA

Jose Meza  
Class Representative

Dated: \_\_\_\_\_, 2016

S.S. SKIKOS, INC.; S.S. SKIKOS  
DISTRIBUTION, INC.; and S.S.  
SKIKOS ENTERPRISES, LLC, DBA  
SKIKOS TRUCKING, INC

By: \_\_\_\_\_  
Peter Skikos

Dated: \_\_\_\_\_, 2016

S.S. SKIKOS, INC.; S.S. SKIKOS  
DISTRIBUTION, INC.; and S.S.  
SKIKOS ENTERPRISES, LLC, DBA  
SKIKOS TRUCKING, INC.

By: \_\_\_\_\_  
Shad Skikos

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_, 2016

Carolyn Hunt Cottrell  
Nicole N. Coon  
SCHNEIDER WALLACE COTTRELL  
KONECKY WOTKYN'S LLP

By: \_\_\_\_\_  
Class Counsel

**CC. Plaintiffs' Agreement to be Bound**

94. By signing this Stipulation of Settlement, Plaintiffs agree to be bound by the terms herein. If any of the Plaintiffs object to or opt-out of the Settlement, Defendant will have the option at its discretion of rejecting the Settlement in its entirety.

Dated: \_\_\_\_\_, 2016

JOSE MEZA

\_\_\_\_\_  
Class Representative

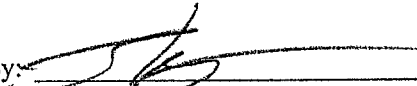
Dated: 1/15, 2016

S.S. SKIKOS, INC.; S.S. SKIKOS  
DISTRIBUTION, INC.; and S.S.  
SKIKOS ENTERPRISES, LLC, DBA  
SKIKOS TRUCKING, INC.

By:   
Peter Skikos

Dated: 1/15, 2016

S.S. SKIKOS, INC.; S.S. SKIKOS  
DISTRIBUTION, INC.; and S.S.  
SKIKOS ENTERPRISES, LLC, DBA  
SKIKOS TRUCKING, INC.

By:   
Shad Skikos

APPROVED AS TO FORM AND CONTENT:

Dated: \_\_\_\_\_, 2016

Carolyn Hunt Cottrell  
Nicole N. Coon  
SCHNEIDER WALLACE COTTRELL  
KONECKY WOTKYNS LLP

By: \_\_\_\_\_  
Class Counsel

**CC. Plaintiffs' Agreement to be Bound**

94. By signing this Stipulation of Settlement, Plaintiffs agree to be bound by the terms herein. If any of the Plaintiffs object to or opt-out of the Settlement, Defendant will have the option at its discretion of rejecting the Settlement in its entirety.

Dated: \_\_\_\_\_, 2016

JOSE MEZA

\_\_\_\_\_  
Class Representative

Dated: \_\_\_\_\_, 2016

S.S. SKIKOS, INC.; S.S. SKIKOS  
DISTRIBUTION, INC.; and S.S.  
SKIKOS ENTERPRISES, LLC, DBA  
SKIKOS TRUCKING, INC.

By: \_\_\_\_\_  
Peter Skikos

Dated: \_\_\_\_\_, 2016

S.S. SKIKOS, INC.; S.S. SKIKOS  
DISTRIBUTION, INC.; and S.S.  
SKIKOS ENTERPRISES, LLC, DBA  
SKIKOS TRUCKING, INC.

By: \_\_\_\_\_  
Shad Skikos

APPROVED AS TO FORM AND CONTENT:

Dated: January 15, 2016

Carolyn Hunt Cottrell  
Nicole N. Coon  
SCHNEIDER WALLACE COTTRELL  
KONECKY WOTKYNS LLP

By: Carolyn Cottrell  
Class Counsel



Dated: Jan. 15, 2016

Karen Carrera, Esq.  
VILLEGAS CARRERA, LLP

By: Karen Carrera  
Class Counsel

Dated: \_\_\_\_\_, 2016

Robert A. Jones  
Carolyn Hall  
OGLETREE, DEACON, NASH, SMOAK &  
STEWART, P.C.

By: \_\_\_\_\_  
Attorneys for Defendants S.S. SKIKOS, INC.;  
S.S. SKIKOS DISTRIBUTION, INC.; and  
S.S. SKIKOS ENTERPRISES, LLC, DBA  
SKIKOS TRUCKING, INC.

23099855.3

Dated: \_\_\_\_\_, 2016

Karen Carrera, Esq.  
VILLEGAS CARRERA, LLP

By: \_\_\_\_\_  
Class Counsel

Dated: 1-15, 2016

Robert A. Jones  
Carolyn Hall  
OGLETREE, DEACON, NASH, SMOAK &  
STEWART, P.C.

By: Robert A. Jones  
Attorneys for Defendants S.S. SKIKOS, INC.;  
S.S. SKIKOS DISTRIBUTION, INC.; and  
S.S. SKIKOS ENTERPRISES, LLC, DBA  
SKIKOS TRUCKING, INC.

23099855.3

# **EXHIBIT 1**

**CALIFORNIA CLASS FORM**

***Meza, et. al. v. S.S. Skikos, Inc., et al., Case No. 3:15-cv-01889-TEH***  
**United States District Court, Northern District of California**

**YOUR ESTIMATED CALIFORNIA CLASS INDIVIDUAL SETTLEMENT PAYMENT: \$\_\_\_\_\_.**

This estimate is based on corporate and business records maintained by Skikos, which show the total number of weeks you were employed by Skikos as a California Class Member, excluding leaves of absence. Your Individual Work Weeks are:\_\_\_\_\_.

**Information regarding the Class, Settlement, and the Lawsuit is contained in the Notice.**

**I. CLAIMANT IDENTIFICATION** Please Make any Name/Address Corrections Below:

«First» «Last»	_____
«Address1»	_____
«Address2»	_____
«City»	_____
«State»	_____
<Zip>	_____

**II. IF YOU DISPUTE YOUR INDIVIDUAL WORK WEEKS**

If you believe the number of Individual Work Weeks listed above is incorrect, check the box below, and send this California Class Form, a letter, and supporting documentation to the Settlement Administrator indicating what you believe are the correct number of Individual Work Weeks you worked for Skikos as a driver employee during the time period April 27, 2011 through [DATE OF PRELIMINARY APPROVAL].

The Settlement Administrator will resolve any dispute based upon Skikos’s records and any documents and information you provide. Please be advised that the number of Individual Work Weeks is presumed to be correct unless the documents you submit are company records from Skikos.

I disagree with the Individual Work Week information listed above and have submitted supporting documentation.

# **EXHIBIT 2**

**CALIFORNIA FLSA OPT-IN FORM**

***Meza, et. al. v. S.S. Skikos, Inc., et al., Case No. 3:15-cv-01889-TEH***  
**United States District Court, Northern District of California**

**YOUR ESTIMATED CALIFORNIA FLSA COLLECTIVE INDIVIDUAL SETTLEMENT PAYMENT: \$\_\_\_\_\_.**

This estimate is based on corporate and business records maintained by Skikos, which show the total number of weeks you were employed by Skikos as a California FLSA Class Member, excluding leaves of absence. Your Individual Work Weeks are:\_\_\_\_\_.

**Information regarding the Class, Settlement, and the Lawsuit is contained in the accompanying Notice.**

**I. CLAIMANT IDENTIFICATION** Please Make any Name/Address Corrections Below:

«First» «Last»	_____
«Address1»	_____
«Address2»	_____
«City»	_____
«State»	_____
<Zip>	_____

**II. YOUR RIGHT TO JOIN AND OBTAIN MONEY FROM THIS LAWSUIT**

As a California FLSA Class Member, you may join this Lawsuit and obtain your California FLSA Class Individual Settlement Payment by completing and mailing this California FLSA Opt-In Form by first-class mail, **postmarked no later than [INSERT DATE]** to the Settlement Administrator.

**If you fail to complete and timely mail this form by [DATE], you will not be able to participate in the FLSA portion of the Lawsuit and you will not receive any money in connection with the California FLSA Class Settlement.**

**III. IF YOU DISPUTE YOUR INDIVIDUAL WORK WEEKS**

If you believe the number of Individual Work Weeks listed above is incorrect, check the box below, and send this California FLSA Opt-In Form, a letter, and supporting documentation to the Settlement Administrator indicating what you believe are the correct number of Individual Work Weeks you worked for Skikos as a driver employee during the time period April 27, 2012 through [**DATE OF PRELIMINARY APPROVAL**].

The Settlement Administrator will resolve any dispute based upon Skikos’s records and any documents and information you provide. Please be advised that the number of Individual Work Weeks is presumed to be correct unless the documents you submit are company records from Skikos.

I disagree with the Individual Work Week information listed above and have submitted supporting documentation.

**CONSENT TO BECOME A PARTY PLAINTIFF**

***Meza, et. al. v. S.S. Skikos, Inc., et al.*, Case No. 3:15-cv-01889-TEH  
United States District Court, Northern District of California**

By my signature below, I acknowledge that I have received the Notice and hereby consent to join as a party plaintiff in the Lawsuit entitled *Meza, et. al. v. S.S. Skikos, Inc., et al.*, Case No. 3:15-cv-01889-TEH, pending in the United States District Court for the Northern District of California, in order to participate in the Settlement regarding Skikos's alleged violations of the Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*). I understand that by filing this California FLSA Opt-In Form, I will be bound by the judgment of the Court on all issues in the case, whether favorable to me or not.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature (Sign your name)

\_\_\_\_\_  
(Print your name)

**PLEASE RETURN THIS FORM IN TIME FOR FILING WITH THE COURT, no later than [INSERT DATE] to the following address:**

*Meza, et. al. v. S.S. Skikos, Inc., et al.*

[Address]

# **EXHIBIT 3**



**NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT**

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***Meza, et. al. v. S.S. Skikos, Inc., et al., Case No. 3:15-cv-01889-TEH***  
**United States District Court, Northern District of California**

★ ★ ★ ★

**PLEASE READ THIS NOTICE CAREFULLY.  
THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.  
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

**I. WHY DID I RECEIVE THIS NOTICE AND WHAT IS THE CASE ABOUT?**

You are a potential Class Member in a class and collective action lawsuit filed against S.S. Skikos, Inc., S.S. Skikos Distribution, Inc., S.S. Skikos Enterprise, LLC, dba Skikos Trucking Inc. (collectively “Skikos”) (the “Lawsuit”). The Lawsuit alleges Skikos: (1) failed to pay for all hours worked, including minimum, regular, and overtime wages; (2) failed to provide meal and rest breaks and pay premium pay for these missed breaks; (3) failed to pay all earned wages at termination; (4) failed to furnish accurate wage statements and maintain accurate payroll records; (5) engaged in unlawful business practices; and (6) is subject to penalties under the California Labor Code Private Attorneys General Act of 2004 (PAGA). The Lawsuit seeks damages for lost wages, interest, penalties, injunctive relief, attorneys’ fees and expenses.

The Lawsuit includes claims under the California Labor Code, related Wage Orders of the Industrial Welfare Commission, the California Private Attorney Generals Act, California Business and Professions Code Section 17200 *et seq.*, and the Federal Fair Labor Standards Act,

The parties reached an agreement to settle all claims in the Lawsuit (the “Settlement”), which was preliminarily approved by the United States District Court, Central District of California (“the Court”) on [INSERT DATE OF PRELIMINARY APPROVAL ORDER]. The Court has ordered that this Notice be sent to you to inform you of the Settlement and your legal rights under the Settlement.

**II. WHAT ARE THE PARTIES’ POSITIONS AND REASONS FOR SETTLEMENT?**

The Lawsuit was filed by Plaintiff Jose Meza on behalf of himself and others similarly situated (“Plaintiffs”). Counsel for the Plaintiffs (“Class Counsel”) have extensively investigated and researched the facts and law for the issues in the Lawsuit, and believe Plaintiffs have asserted valid claims. Taking all factors into account, Class Counsel believes the proposed Settlement is fair, adequate, and reasonable and in the best interests of the Class Members.

Skikos believes all of its employees have been compensated in compliance with the law and denies that it has done anything wrong. Nothing about the Settlement may be used against Skikos as an admission or indication of any fault or liability.

The parties both recognize that continuing to litigate the Lawsuit takes time and money and any outcome is uncertain. Therefore, the parties have agreed to settle this Lawsuit on the terms set forth in the Settlement.

The Court has made no ruling on the merits of the claims or defenses in the Lawsuit and has determined only that certification of the California Class and California FLSA Class for settlement purposes is appropriate under the law.

### III. WHAT ARE THE SETTLEMENT TERMS?

The Settlement provides that Skikos will pay \$700,000.00 (the “Gross Settlement Amount”) to fully resolve the claims in the Lawsuit. Certain deductions will be made from the Maximum Settlement Amount:

- (1) The Court has tentatively approved a payment of up to \$[INSERT AMOUNT] to the Settlement Administrator, Simpluris, for the costs incurred in notifying the California Class and California FLSA Class Members and processing claims.
- (2) Class Counsel will ask the Court at the Final Approval Hearing to approve a Fee and Expense Award of not to exceed 33 1/3 of the Gross Settlement Amount, or \$231,000.00, plus reimbursement of the reasonable litigation expenses Class Counsel has incurred not to exceed \$22,000.00. Class Counsel has litigated the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. The Fee and Expense Award will fully compensate Class Counsel for all legal fees and expenses incurred in the Lawsuit, including any work they do in the future. Class Members are not personally responsible for any fees or expenses.
- (3) Class Counsel will also ask the Court at the Final Approval Hearing to approve a Service Payment in the amount of \$7,500.00 for the Named Plaintiff, Jose Meza, for acting as the representative on behalf of the Class Members and spending time assisting with the Lawsuit, which was not required of other Class Members.
- (4) \$7,500.00 shall be paid to California’s Labor and Workforce Development Agency to pay the government portion of penalties allocated under California Labor Code’s Private Attorneys General Act (“PAGA”).

The balance of the Gross Settlement Amount after the deductions described above is the “Net Settlement Amount.” The Net Settlement Amount is estimated to be \$[INSERT AMOUNT].

The amount of money Class Members will receive from the Settlement depends on whether they are members of one or both of the two classes of current and former employees. Specifically, there are two classes of current and former employees in the Settlement:

- (1) The **California Class** is defined as all current and former Drivers employed by Skikos in California during the time period April 27, 2011 until [INSERT DATE OF PRELIMINARY APPROVAL] (the “California Class”). 90% of the Net Settlement Amount shall be allocated to the Class.
- (2) The **California FLSA Class** is defined as all current and former Drivers who were employed by Skikos during the time period April 27, 2012 until [INSERT DATE OF PRELIMINARY APPROVAL] (the “California FLSA Class”). 10% of the Net Settlement Amount shall be allocated to the California FLSA Class.

The estimated settlement award(s) are listed in the attached California Class Form and/or California FLSA Opt-In Form.

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [www. .com](http://www. .com). You may also access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

#### **IV. WHAT ARE MY OPTIONS, HOW CAN I GET MY SETTLEMENT MONEY, AND WHAT DO I NEED TO DO?**

Depending on your dates of employment, you may be a member of one or both Classes and will need to follow the directions applicable to the Class in order to receive a Settlement Payment.

- **Option 1**— opt into the California FLSA Class to receive the FLSA share of the Settlement: If you are a California FLSA Class Member, to receive a payment for your FLSA share of the Settlement, you must postmark the enclosed California FLSA Opt-In Form no later than **[45 DAYS AFTER INITIAL MAILING]**. If you do not return the California FLSA Opt-In Form, you will not be able to participate in the FLSA share of this Settlement. If you have already submitted an Opt-In Form in this litigation, you will be mailed a check.
- **Option 2** — do nothing: If you do nothing and you are a California Class Member, you will automatically receive a payment for your Class share of the Settlement. However, if you do nothing, you will not receive your FLSA share of the Settlement.
- **Option 3** — Request exclusion from the Class portion of the Settlement: If you are a California Class Member and you wish to be excluded from the Class portion of Settlement, you must submit an Exclusion Letter to the Settlement Administrator at the following address: **[INSERT]** on or before **[INSERT]**, 2016. Your Exclusion Letter must include your name and signature and the following statement or something similar to “I request to be excluded from the class action proceedings taking place in the matter of *Meza, et al., v. S.S. Skikos, Inc., et al.*, United States District Court, Northern District of California, Case No. 3:15-cv-01889-TEH.” Exclusion Letters that do not include all required information, or that are not submitted timely, will be disregarded. If you submit an Exclusion Letter, you will not be bound by the Settlement and you will not receive any cash payment. If you are a California FLSA Class Member and do not want to participate in the FLSA portion of the Settlement, then you do not need to do anything.
- **Option 4** — Object to the Class portion of the Settlement: If you are a California Class Member and wish to object and tell the Court why you do not like the Class portion of the Settlement, you may submit a written objection or appear at the final approval hearing to raise your objection. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you submit a written objection, it should identify this case name and number, *Meza, et al., v. S.S. Skikos, Inc., et al.*, United States District Court, Northern District of California, Case No. 3:15-cv-01889-TEH; and be submitted to the Court either by mailing to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, or by filing it with the Court. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out, and the Lawsuit will continue. If you want, you may appear at the final approval hearing scheduled for **[TIME]** on **[DATE]** in Courtroom 2 of the United States District Court, Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California 94102, to have your objection heard by the

Court. Any Class Member who does not object at or before the final approval hearing will be deemed to have approved the Settlement and to have waived such objections and shall not be able to make any objections (by appeal or otherwise) to the Settlement.

## **V. HOW ARE THE INDIVIDUAL SETTLEMENT PAYMENTS CALCULATED?**

**Payments to the California Class Members** will be calculated on the basis of the number of weeks of employment as a California Class Member as reflected by Skikos's corporate and business records, not including leaves of absence. The Individual Settlement Payments for the Claimants in the Class will be calculated by multiplying 90% of the Net Settlement Amount by each California Class Member's Class Percentage Share. "California Percentage Share" means each Class Member's Individual Work Weeks divided by the Class Total Work Weeks.

**Payments to the California FLSA Class Members** will be calculated on the basis of the number of weeks of employment as a California FLSA Class Member as reflected by Skikos's corporate and business records, not including leaves of absence. The Individual Settlement Payments for the Claimants in the California FLSA Class will be calculated by multiplying 10% of the Net Settlement Amount by each California FLSA Class Member's FLSA Percentage Share. "California FLSA Percentage Share" means each California FLSA Class Member's Individual Work Weeks divided by the California FLSA Class Total Work Weeks.

For tax purposes, twenty-five percent (25%) of each Individual Settlement Payment shall be treated as settlement for wage claims, which will be subject to required tax withholdings, and reported on an IRS W-2, and seventy-five percent (75%) shall be treated as settlement for penalties and interest and/or statutory penalties, which will be paid without withholding any amount, and reported on a Form 1099. You should consult with your tax advisors concerning the tax consequences of the payments you receive under the Settlement.

## **VI. WHAT AM I GIVING UP IN EXCHANGE FOR THE SETTLEMENT BENEFITS?**

**California Class Released Claims**. If approved by the Court, the Settlement will bar any California Class Member who does not timely request exclusion from the Lawsuit from bringing certain claims described below. The Settlement contains the following provisions regarding the release of claims by California Class Members:

"California Class Released Claims" means all claims, demands, rights, liabilities and causes of action that were or could have been asserted (whether in tort, contract, or otherwise) for violation of the California Labor Code, the California Business & Professions Code, the California Labor Code Private Attorneys General Act of 2004, the applicable Industrial Welfare Commission Wage Orders or any similar state or federal law, whether for unpaid wages, economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief arising out of, relating to, or in connection with any facts and/or claims pled in the complaint, which are or could be the basis of claims that Defendant failed to provide all wages and overtime wages due, failed to pay the minimum wage, failed to provide timely or accurate final paychecks, failed to timely pay compensation, engaged in recordkeeping violations, failed to provide accurate itemized wage statements, failed to provide meal breaks, failed to authorize and permit rest breaks, and/or engaged in unfair business practices based on the foregoing violations, at any times during the California Class Period.

Upon the Payment Obligation and Class Release Date, the California Class Members (other than those who submit an Exclusion Letter) will fully release the California Class Released Claims and agree not to sue or otherwise make a claim against any of the Released Parties for the California Class Released Claims. The Individual Settlement Payments shall be paid to California Class Claimants specifically in exchange for the release of the Released Parties from the California Class Released Claims and the covenant not to sue concerning the California Class Released Claims.

The California Class Released Claims includes California Class Members' California Class Released Claims which a California Class Member does not know or suspect to exist in his or her favor against Defendant as of the date of Final Approval.

**California FLSA Class Released Claims.** If approved by the Court, the Settlement will bar any California FLSA Class Member who submits a timely and valid California FLSA Opt-In Form from bringing certain claims against Skikos described below. The Settlement contains the following provisions regarding the release of claims by California FLSA Class Members:

“California FLSA Class Released Claims” means all claims, demands, rights, liabilities and causes of action that were or could have been asserted (whether in tort, contract, or otherwise) for violation of the Fair Labor Standards Act whether for unpaid wages, economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief arising out of, relating to, or in connection with any facts and/or claims pled in the complaint, which are or could be the basis of claims that Defendant failed to provide all wages and overtime wages due, failed to pay the minimum wage and/or engaged in recordkeeping violations, at any times during the California FLSA Class Period.

Upon the Payment Obligation and Class Release Date, the California FLSA Class Members who submit (and who previously submitted) a timely and valid California FLSA Opt In Form will fully release the California FLSA Class Released Claims and agree not to sue or otherwise make a claim against any of the Released Parties for the California FLSA Class Released Claims. The Individual Settlement Payments shall be paid to California FLSA Class Claimants specifically in exchange for the release of the Released Parties from the California FLSA Class Released Claims and the covenant not to sue concerning the California FLSA Class Released Claims.

The release of claims provided by this Settlement includes California FLSA Class Members' California FLSA Class Released Claims which a California FLSA Class Member does not know or suspect to exist in his or her favor against Defendant as of the date of Final Approval.

The term “Released Parties” means Defendant S.S. Skikos, Inc; S.S. Skikos Distribution, Inc; S.S. Skikos Enterprises, LLC, d/b/a Skikos Trucking, Inc., its past or present successors and predecessors in interest, subsidiaries, affiliates, parents, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

This Settlement is conditioned upon the Court entering an order at or following the Final Approval hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Class Members.

## **VII. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Final Approval hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [TIME] on [DATE] in Courtroom 2 of the United States District Court, Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California 94102. The hearing date may be changed without further notice; however, you can check the Court's PACER site or the Settlement Administrator's Website at [www. .com](http://www. .com) to find out if the hearing date has changed. You are not required to attend the Final Approval hearing.

### **VIII. WHO ARE THE ATTORNEYS REPRESENTING THE PLAINTIFFS?**

Plaintiffs and the California Class and California FLSA Class Members are represented in this Lawsuit by attorneys at the law firms of Schneider Wallace Cottrell Konecky Wotkyns LLP and Villegas Carrera, LLP, whose contact information appears below.

**SCHNEIDER WALLACE  
COTTRELL KONECKY WOTKYNS LLP**

Carolyn H. Cottrell  
Nicole N. Coon  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
Telephone: (415) 421-7100  
Facsimile: (415) 421-7105  
ccottrell@schneiderwallace.com  
ncoon@schneiderwallace.com

**VILLEGAS CARRERA, LLP**

Karen C. Carrera  
Virginia Villegas  
170 Columbus Avenue, Suite 300  
San Francisco, California 94133  
Telephone: (415) 989-8000  
Facsimile: (415) 989-8028  
Karen@e-licenciados.com  
Virginia@e-licenciados.com

### **VIII. CAN SKIKOS RETALIATE AGAINST ME AS A RESULT OF WHAT I DO IN RESPONSE TO THIS NOTICE?**

No. If you are a current employee of Skikos, your decision as to whether or not to participate in this settlement will in no way affect your employment with Skikos. It is illegal for Skikos to take any adverse employment action against you as a result of your decision whether or not to participate in this settlement.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free.**

[INSERT]

### **ADDITIONAL INFORMATION**

This Notice only summarizes the Action, the Settlement and related matters. For more information, you may inspect the Court files at the Office of the Clerk, 450 Golden Gate Avenue, San Francisco, California 94102, from 9:00 a.m. to 4:00 p.m., Monday through Friday.

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**

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