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21 **UNITED STATES DISTRICT COURT**  
22 **CENTRAL DISTRICT OF CALIFORNIA**

23 BARRETTE JASPER, DARRIN COOK, )  
24 on behalf of themselves and others )  
25 similarly situated, )  
26 )  
27 Plaintiffs, )  
28 )  
29 vs. )  
30 C.R. ENGLAND, INC. and DOES 1- )  
31 100. Inclusive. )  
32 )  
33 Defendants. )  
34 )

CASE NO. 2:08-CV-05266 GW-CW

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

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1 This Joint Stipulation of Settlement and Release of Class Action (the  
2 “Stipulation”) is made and entered into by Plaintiffs, Barrette Jasper (“Jasper”) and  
3 Darrin Cook (“Cook”), on behalf of themselves and as representatives of the Class, as  
4 defined below, on the one hand, and Defendant, C.R. England, Inc. (“England”), on the  
5 other hand. This Stipulation is subject to the approval of the Court pursuant to Fed. R.  
6 Civ. P. 23(e) and is made for the sole purpose of consummating settlement of this  
7 Action on a class-wide basis subject to the following terms and conditions. As detailed  
8 below, in the event the Court does not enter an order granting final approval of the  
9 Settlement or the conditions precedent are not met for any reason, this Stipulation shall  
10 be null and void and shall be of no force or effect whatsoever.

11 **I. DEFINITIONS**

12 As used in this Stipulation, the following terms shall have the meanings  
13 specified below. To the extent terms or phrases used in this Stipulation are not  
14 specifically defined below, but are defined elsewhere in this Stipulation, they are  
15 incorporated by reference into this definition section.

16 **1. Action.** “Action” shall mean the civil action originally filed on July 1,  
17 2008 by Jasper against England in the Los Angeles County Superior Court, under Case  
18 No. BC393631, removed to the U.S. District Court, Central District of California,  
19 under Case No. 08-CV-05266 GW (CWx), and now entitled *Barrette Jasper, et al. v.*  
20 *C.R. England, Inc., et al.*, as well as the related action filed by Cook in the Court on  
21 April 23, 2012, captioned *Darrin Cook v. C.R. England, Inc.*, Case No. 2:12-CV-  
22 03515-GW-CW.

23 **2. Administrative Expenses.** “Administrative Expenses” shall include (a)  
24 Class Counsel’s attorney fees, not to exceed 25% of the Gross Settlement Amount and  
25 (b) other litigation costs, costs of settlement administration, and class representative  
26 enhancements not to exceed \$250,000.



1           **3. CAFA Notice.** “CAFA Notice” shall mean the notice of this Stipulation  
2 required to be filed by Defendant with the appropriate federal and state agencies as  
3 required by 28 U.S.C. § 1715(b).

4           **4. Claims.** “Claims” shall mean the claims for relief asserted in the  
5 Complaint and all wage and hour and related claims that were or could have been  
6 brought in the Action arising out of the class members’ employment with England,  
7 including claims arising out of: (a) England’s alleged failure to provide meal periods  
8 and failure to pay premium compensation for missed meal periods pursuant to  
9 California Labor Code sections 512, 226.7, 1198, 2699(a) and (f), and all other  
10 applicable sections of the California Labor Code and all applicable Wage Orders; (b)  
11 England’s alleged failure to provide rest breaks and failure to pay premium  
12 compensation for missed rest periods pursuant to California Labor Code sections 226.7  
13 and 2699(a) and (f) and all other applicable sections of the California Labor Code and  
14 all applicable Wage Orders; (c) England’s alleged practice of making unauthorized  
15 deductions from wages, withholding earned wages, compelling purchases of items of  
16 value, and failing to indemnify expenses, relating to, among other things, employee  
17 reserve accounts, the “Driver Legal Plan,” work equipment and items (including but  
18 not limited to fuel, lodging, property damage, vehicle locks, tarps, straps, lumper fees,  
19 legal expenses), business expenses, training expenses, lodging, and wire, check  
20 cashing, and ATM fees, in violation of California Labor Code sections 221-223, 400-  
21 410, 450, and 2802 and all other applicable sections of the California Labor Code and  
22 all applicable Wage Orders; (d) England’s alleged failure to pay accrued vacation time  
23 in violation of California Labor Code section 200 and all other applicable sections of  
24 the California Labor Code and all applicable Wage Orders; (e) England’s alleged  
25 failure to timely pay all wages when due in violation of California Labor Code sections  
26 201-204 and 212 and all other applicable sections of the California Labor Code and all  
27 applicable Wage Orders; (f) England’s alleged failure to pay overtime wages in  
28 violation of California Labor Code section 510 and all other applicable sections of the

1 California Labor Code and all applicable Wage Orders; (g) England’s alleged failure  
2 to maintain and provide accurate employment records and wage statements in violation  
3 of California Labor Code sections 226 and 1174 and all other applicable sections of the  
4 California Labor Code and all applicable Wage Orders; (h) England’s alleged failure  
5 to pay the applicable minimum wage for all hours worked under federal and state law,  
6 England’s alleged collection and receipt of wages paid, and England’s alleged secret  
7 payment of wages lower than the wages designated by contract or statute, in violation  
8 of California Labor Code sections 201-204, 221, 223, 1194, and 1194.2, all other  
9 applicable sections of the California Labor Code and all applicable Wage Orders, and  
10 the Fair Labor Standards Act (“FLSA”); (i) England’s alleged unlawful, unfair, and  
11 deceptive business practices in violation of the Cal. Business & Professions Code  
12 section 17200, *et seq.* (“Section 17200”), including those with respect to England’s  
13 alleged violations of the California Labor Code sections 200-204, 212, 221-223, 226,  
14 226.7, 400-410, 450, 510, 512, 1194, 1194.2, 1198, 2802, and all other applicable  
15 sections of the California Labor Code and all applicable Wage Orders; (j) claims for all  
16 authorized penalties, including penalties under the California Private Attorneys  
17 General Act of 2004 (“PAGA”), the California Labor Code, applicable Wage Orders,  
18 and the California Unfair Competition Law; and (k) any wages, premium  
19 compensation, bonuses, damages, penalties, liquidated damages, restitution,  
20 reimbursement, interest, attorney fees, litigation costs, injunctive relief, declaratory  
21 relief, or any other equitable or legal relief allegedly due and owing by virtue of or  
22 related to any of the foregoing claims.

23 **5. Class or Settlement Class.** “Class” or “Settlement Class” shall mean all  
24 current and former employee truck drivers of England, including full-time and part-  
25 time drivers, driver trainees, and Phase 1 and Phase 2 drivers, who resided in  
26 California and worked for England at any time during the Class Period. Attached  
27 hereto as **Exhibit 1** is a list of Settlement Class Members from July 1, 2004 through  
28 December 17, 2013 as currently identified by England. If the Court grants preliminary

1 approval of this Settlement, England will supplement the list identifying additional  
2 Settlement Class Members who were inadvertently omitted from the list or who  
3 otherwise became Settlement Class Members after the original list was prepared.  
4 England will provide the final list of Settlement Class Members to the Administrator  
5 and Class Counsel within 14 days after the Preliminary Approval Date.

6 **6. Class Counsel.** “Class Counsel” shall mean Brian Van Vleck and  
7 Anthony Zaller, of Van Vleck Turner & Zaller LLP, 6310 San Vicente Blvd., Suite  
8 430, Los Angeles, California 90048.

9 **7. Class Member or Settlement Class Member.** “Class Member” or  
10 “Settlement Class Member” shall mean any person who is a member of the Settlement  
11 Class, or, if such person is incompetent or deceased, the person's legal guardian,  
12 executor, heir or successor-in-interest.

13 **8. Class Notice.** “Class Notice” shall mean the Notice of Proposed Class  
14 Action Settlement and Final Approval Hearing, as set forth in the form of **Exhibit 2**  
15 attached hereto, or as otherwise approved by the Court, which is to be mailed to Class  
16 Members.

17 **9. Class Participants.** “Class Participants” shall mean any and all Class  
18 Members who submit a timely claim form in the form attached hereto as **Exhibit 3** (the  
19 “Claim Form”) as provided herein.

20 **10. Class Period.** “Class Period” shall mean July 1, 2004 through the  
21 Preliminary Approval Date, as defined herein.

22 **11. Class Representatives.** “Class Representatives” shall mean Plaintiffs,  
23 Barrette Jasper and Darrin Cook.

24 **12. Class Settlement or Settlement.** “Class Settlement” or “Settlement”  
25 shall mean the settlement embodied in this Stipulation, which is subject to Court  
26 approval.

27 **13. Complaint.** “Complaint” shall collectively mean the original Complaint  
28 filed on July 1, 2008, the First Amended Complaint filed on July 30, 2010, the Second

1 Amended Complaint filed on March 18, 2011, the Class Action Complaint filed by  
2 Cook in the Court on April 23, 2012, and captioned *Darrin Cook v. C.R. England, Inc.*,  
3 Case No. 2:12-cv-03515-GW-CW, and the Third Amended Complaint filed on  
4 February 4, 2014.

5 **14. Court.** “Court” shall mean the U.S. District Court for the Central District  
6 of California.

7 **15. Defendant.** “Defendant” shall mean England, as defined below.

8 **16. Defense Counsel.** “Defense Counsel” shall mean James H. Hanson and  
9 R. Jay Taylor, Jr., Scopelitis, Garvin, Light, Hanson & Feary, P.C., 10 West Market  
10 Street, Suite 1500, Indianapolis, IN 46204; Adam C. Smedstad, Scopelitis, Garvin,  
11 Light, Hanson & Feary, P.C., 30 W. Monroe Street, Suite 600, Chicago, IL 60603; and  
12 Christopher C. McNatt, Jr., Scopelitis, Garvin, Light, Hanson & Feary, LLP, 2 North  
13 Lake Avenue, Suite 460, Pasadena, CA 91101.

14 **17. Derivative Claims.** “Derivative Claims” shall mean any and all claims  
15 arising out of, derived from, or related to the Claims or the allegations in the  
16 Complaint, whether known or unknown, at law or in equity, which Settlement Class  
17 Members may now have or may have as of the execution of the Settlement Stipulation  
18 under Section 17200, the California Labor Code, applicable Wage Orders of the  
19 California Industrial Welfare Commission, or any other federal, state, or local law.  
20 The Derivative Claims shall include, but are not limited to any and all claims that any  
21 one or more Settlement Class Members acting in an individual, class, or representative  
22 capacity brought or could have brought against any one or more of the Released  
23 Parties, individually or collectively, for (a) failing to promptly pay all wages due and  
24 owing at the time of an employee’s termination or discharge in violation of Cal. Labor  
25 Code section 203 (“Section 203”); (b) engaging in unlawful/unfair/fraudulent business  
26 practices in violation of Section 17200; (c) failing to provide accurate itemized wage  
27 statements in violation of Cal. Labor Code section 226 (“Section 226”); and (d) PAGA  
28 penalties.

1           **18. Effective Date.** “Effective Date” shall be the date when all of the  
2 following events have occurred: (a) this Stipulation has been executed by the Parties  
3 and by Class Counsel and Defendant’s Counsel; (b) the Third Amended Complaint has  
4 been filed; (c) the Court has given preliminary approval to the Settlement; (d) notice  
5 has been given to the Class Members providing them with an opportunity to opt-out of  
6 the Settlement; (e) the Court has held a Final Approval and Fairness Hearing and  
7 entered a final order and judgment certifying the Settlement Class and approving this  
8 Stipulation; and (f) in the event there are written objections filed prior to the Final  
9 Approval and Fairness Hearing that are not later withdrawn, the later of the following  
10 events: (i) when the period for filing any appeal, writ, or other appellate proceeding  
11 opposing the Settlement has elapsed without any appeal, writ or other appellate  
12 proceeding having been filed; or any appeal, writ, or other appellate proceeding  
13 opposing the Settlement has been dismissed finally and conclusively with no right to  
14 pursue further remedies or relief or (ii) any appeal, writ, or other appellate proceeding  
15 has upheld the Court's final order with no right to pursue further remedies or relief. In  
16 this regard, it is the intention of the Parties that the Settlement shall not become  
17 effective until the Court’s order approving the Settlement is completely final and there  
18 is no further recourse by an appellant or objector who seeks to contest the Settlement.  
19 In the event that no objections are filed, the Effective Date shall be upon the  
20 completion of steps (a) through (d) above.

21           **19. England.** “England” shall mean C.R. England, Inc., and its present and  
22 former parent companies, subsidiaries, divisions, affiliates, successors, predecessors,  
23 related companies, and joint ventures, and each of their present and former officers,  
24 directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors,  
25 advisors, representatives, consultants, pension and welfare benefit plans, plan  
26 fiduciaries, administrators, trustees, general and limited partners, predecessors,  
27 successors and assigns.

1           **20. Final Approval and Fairness Hearing.** “Final Approval and Fairness  
2 Hearing” shall mean a hearing set by the Court for the purpose of determining the  
3 fairness, adequacy, and reasonableness of the Class Settlement.

4           **21. Gross Settlement Amount.** “Gross Settlement Amount” shall be  
5 \$9,800,000, which shall be comprised of (a) attorney fees not to exceed 25% of the  
6 Gross Settlement Amount (\$2,450,000) (b) litigation costs, costs of settlement  
7 administration, and class representative service fee awards not to exceed \$250,000; and  
8 (c) a Net Settlement Fund of \$7,100,000.

9           **22. Hearing on Preliminary Approval.** “Hearing on Preliminary Approval”  
10 shall mean the hearing held on the motion for preliminary approval of the Class  
11 Settlement.

12           **23. Individual Settlement Amount.** “Individual Settlement Amount” shall  
13 mean the amounts that are ultimately distributed to each Class Participant as part of the  
14 Reserve Account Subclass and/or the California Driver Subclass.

15           **24. Named Plaintiffs.** “Named Plaintiffs” shall mean Plaintiffs, Barrett  
16 Jasper and Darrin Cook.

17           **25. Net Settlement Fund.** “Net Settlement Fund” means \$7,100,000 to be  
18 distributed as follows: (a) 60% of the Net Settlement Fund (\$4,260,000) will be  
19 allocated to the Reserve Account Subclass on a claims-made basis (with a minimum  
20 guaranteed distribution to the Reserve Account Subclass of 80% thereof (\$3,408,000)),  
21 including a minimum of \$6,000 allocated and distributed to the California Labor and  
22 Workforce Development Agency (the “LWDA”) for PAGA penalties; and (b) 40% of  
23 the Net Settlement Fund (\$2,840,000) will be allocated to the California Driver  
24 Subclass on a claims-made basis (with a minimum guaranteed distribution to the  
25 California Driver Subclass of 40% thereof (\$1,136,000)), including a minimum of  
26 \$4,000 allocated and distributed to the LWDA for PAGA penalties.

27           **26. California Driver Subclass.** “California Driver Subclass” shall mean  
28 all members of the Settlement Class.



1           **27. Opt-Out(s).** “Opt-Out(s)” shall mean any and all persons who timely and  
2 validly request exclusion from the Class in accordance with the terms of the Class  
3 Notice.

4           **28. Opt-Out Request.** “Opt-Out Request” shall mean a timely and valid  
5 request for exclusion from the Class in accordance with the terms of the Class Notice..

6           **29. Parties.** “Parties” shall mean Named Plaintiffs and Defendant.

7           **30. Preliminary Approval Date.** “Preliminary Approval Date” shall mean  
8 the date upon which the Court enters an order preliminarily approving this Stipulation.

9           **31. Released Claims.** “Released Claims” shall mean the Claims, the  
10 Derivative Claims, and all rights under the California Civil Code section 1542  
11 (“Section 1542”) with respect to the Claims and Derivative Claims arising up to and  
12 including the Preliminary Approval Date.

13           **32. Released Parties.** “Released Parties” shall mean Defendant, England,  
14 and its present and former parent companies, subsidiaries, divisions, affiliates, related  
15 companies, joint ventures, and each of their respective present and former officers,  
16 directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors,  
17 advisors, representatives, consultants, pension and welfare benefit plans, plan  
18 fiduciaries, administrators, trustees, general and limited partners, predecessors,  
19 successors and assigns.

20           **33. Reserve Account Subclass.** “Reserve Account Subclass” shall mean all  
21 members of the Settlement Class who had deductions taken from one or more  
22 paychecks in order to fund a so-called “driver reserve account.” Members of the  
23 Reserve Account Subclass will also be members of the California Driver Subclass.

24           **34. Service Fee.** “Service Fee” shall mean any additional monetary payment  
25 provided to the Class Representatives for their efforts on behalf of the Class in this  
26 Action.

27           **35. Settlement.** “Settlement” shall mean the settlement between the Parties,  
28 which is memorialized in this Stipulation.

1           **36. Settlement Administrator.** “Settlement Administrator” shall mean  
2 Gilardi & Co., LLC, San Rafael, California, which the Parties have agreed will be  
3 responsible for administration of the Settlement and related matters, or another neutral  
4 administrator mutually agreed to by the Parties.

5           **37. Settling Parties.** “Settling Parties” shall mean Named Plaintiffs, the  
6 Settlement Class, and England.

7           **38. Stipulation.** “Stipulation” shall mean this Joint Stipulation of Settlement  
8 and Release of Class Action, including any attached exhibits.

9           **II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

10           **1. Named Plaintiffs’ Claims.** On July 1, 2008, Jasper first filed the  
11 Complaint against England in the Los Angeles County Superior Court, under Case No.  
12 BC393631. Defendant removed the Action to the Court on August 11, 2008. Plaintiffs  
13 filed the First Amended Complaint July 30, 2010, the Second Amended Complaint on  
14 March 18, 2011, and the Third Amended Complaint on February 4, 2014. During the  
15 pendency of this Action, the Named Plaintiffs have alleged, among others, the  
16 following causes of action: (a) failure to provide meal periods and failure to pay  
17 premium compensation for missed meal periods pursuant to California Labor Code  
18 sections 512, 226.7, 1198, 2699(a) and (f) and all other applicable sections of the  
19 California Labor Code and all applicable Wage Orders; (b) failure to provide rest  
20 breaks and failure to pay premium compensation for missed rest periods pursuant to  
21 California Labor Code sections 226.7 and 2699(a) and (f) and all other applicable  
22 sections of the California Labor Code and all applicable Wage Orders; (c)  
23 unauthorized deductions from wages, withholding earned wages, compelling purchases  
24 of items of value, and failing to indemnify expenses, relating to, among other things,  
25 employee reserve accounts, the “Driver Legal Plan,” work equipment and items  
26 (including but not limited to fuel, lodging, property damage, vehicle locks, tarps,  
27 straps, lumper fees, legal expenses), business expenses, training expenses, lodging, and  
28 wire, check cashing, and ATM fees, in violation of California Labor Code sections



1 221-223, 400-410, 450, and 2802 and all other applicable sections of the California  
2 Labor Code and all applicable Wage Orders; (d) failure to pay accrued vacation time in  
3 violation of applicable Wage Orders and California Labor Code section 200 and all  
4 other applicable sections of the California Labor Code and all applicable Wage Orders;  
5 (e) failure to timely pay all wages when due in violation of California Labor Code  
6 sections 201-204 and 212 and all other applicable sections of the California Labor  
7 Code and all applicable Wage Orders; (f) failure to pay overtime wages in violation of  
8 California Labor Code section 510 and all other applicable sections of the California  
9 Labor Code and all applicable Wage Orders; (g) failure to maintain and provide  
10 accurate employment records and wage statements in violation of California Labor  
11 Code sections 226 and 1174 and all other applicable sections of the California Labor  
12 Code and all applicable Wage Orders; (h) failure to pay the applicable minimum wage  
13 for all hours worked under federal and state law, collection and receipt of wages paid,  
14 and secret payment of wages lower than the wages designated by contract or statute, in  
15 violation of California Labor Code sections 201-204, 221, 223, 1194, and 1194.2, all  
16 other applicable sections of the California Labor Code and all applicable Wage Orders,  
17 and the FLSA; (i) unlawful, unfair, and deceptive business practices in violation of  
18 Section 17200, including those with respect to England's alleged violations of all  
19 applicable Wage Orders and California Labor Code sections 200-204, 212, 221-223,  
20 226, 226.7, 400-410, 450, 510, 512, 1194, 1194.2, 1198, 2802 and all other applicable  
21 sections of the California Labor Code and all applicable Wage Orders; and (j) penalties  
22 under the PAGA. England has denied and continues to deny any liability to the Named  
23 Plaintiffs and the Class and has raised various defenses to the Claims.

24 **2. Discovery, Investigation and Research.** Class Counsel have conducted  
25 discovery and investigation during the prosecution of the Action. This discovery,  
26 investigation, and prosecution has included, among other things, (a) multiple meetings  
27 and conferences with the Named Plaintiffs; (b) inspection and analysis of thousands of  
28 documents produced by the Named Plaintiffs and Defendant; (c) analysis of the legal

1 positions taken and defenses raised by Defendant; (d) investigation into the viability of  
2 class treatment of the claims asserted in the Action; (e) analysis of potential class-wide  
3 damages; (f) research of the applicable law with respect to the claims asserted in the  
4 Complaint and the potential defenses thereto, (g) answering and propounding extensive  
5 written discovery, (h) defending depositions of the Named Plaintiffs and taking  
6 depositions of England's Rule 30(b)(6) representatives, and (i) assembling data for  
7 calculating damages, including retaining an expert for this calculation.

8 The Class Representatives have vigorously prosecuted this case, and Defendant  
9 has vigorously contested it. The Parties have engaged in sufficient investigation and  
10 discovery to assess the relative merits of the claims of the Class and of Defendant's  
11 defenses to them.

12 **3. Allegations of the Class Representatives and Benefits of Settlement.**

13 The extensive written and deposition discovery conducted in this matter, as well as  
14 discussions between counsel, have been adequate to give the Class Representatives and  
15 Class Counsel a sound understanding of the merits of their positions and to evaluate  
16 the worth of the claims of the Class in light of Defendant's defenses to them. The  
17 formal and informal discovery conducted in this Action and the information exchanged  
18 by the Parties through discovery and mediation are sufficient to reliably assess the  
19 merits of the respective Parties' positions and to compromise the issues on a fair and  
20 equitable basis.

21 Throughout the course of this Action, the Parties have engaged in formal and  
22 informal settlement discussions. Specifically, the Parties engaged in mediation before  
23 the Honorable Robert Neal (ret.) on two occasions and continued the discussions  
24 regarding settlement themselves for several months. Finally, on September 30, 2013,  
25 the Parties engaged in a marathon mediation session with another experienced  
26 mediator, Steven G. Pearl, Esq. After 13 hours of negotiations and extensive arm's-  
27 length bargaining, the Parties reached an agreement in principle to settle the Action.

1           The Class Representatives and Class Counsel believe that the claims, causes of  
2 action, allegations and contentions asserted in the Action have merit. However, the  
3 Class Representatives and Class Counsel recognize and acknowledge the expense and  
4 delay of continued lengthy proceedings necessary to prosecute the Action against  
5 Defendant through trial and through appeals. Class Counsel has taken into account the  
6 uncertain outcome and the risk of any litigation, the risk of continued litigation in  
7 complex actions such as this, as well as the difficulties and delays inherent in such  
8 litigation, and the potential difficulty of maintaining the Action as a class action. Class  
9 Counsel is mindful of the inherent problems of proof under, and possible defenses to,  
10 the claims alleged in the Action. Class Counsel believes that the Settlement set forth in  
11 this Stipulation confers substantial benefits upon the Class Participants, Class  
12 Representatives and each of the Class Members and that an independent review of this  
13 Stipulation by the Court in the approval process will confirm this conclusion. Based  
14 on their own independent investigation and evaluation, Class Counsel have determined  
15 that the Settlement set forth in the Stipulation is in the best interests of the Class  
16 Representatives and the Class Members.

17           **4. Defendant's Denials of Wrongdoing and Liability.** Defendant has  
18 denied and continues to deny each and all of the claims and contentions alleged by the  
19 Named Plaintiffs in the Action. Defendant has expressly denied and continues to deny  
20 all charges of wrongdoing or liability against it arising out of any of the conduct,  
21 statements, acts or omissions alleged, or that could have been alleged, in the Action.  
22 Defendant contends that it complied in good faith with California wage and hour laws,  
23 including, but not limited to, providing meal and rest breaks, complying with wage  
24 deduction laws, and properly paying all wages and other amounts owed to the Class.  
25 Defendant further denies that, for any purpose other than settling this Action, these  
26 claims are appropriate for class or representative treatment. Nonetheless, Defendant  
27 has concluded that further conduct of the Action would be protracted and expensive  
28 and that it is desirable that the Action be fully and finally settled in the manner and

1 upon the terms and conditions set forth in this Stipulation in order to limit further  
2 expense, inconvenience and distraction, to dispose of burdensome and protracted  
3 litigation, and to permit the operation of Defendant's business without further  
4 expensive litigation and the distraction and diversion of its personnel with respect to  
5 matters at issue in the Action. Defendant has also taken into account the uncertainty  
6 and risks inherent in any litigation, especially in complex cases such as the Action.  
7 Defendant has, therefore, determined that it is desirable and beneficial to it that the  
8 Action be settled in the manner and upon the terms and conditions set forth in this  
9 Stipulation.

10 **5. Intent of the Settlement.** The Class Settlement set forth herein intends to  
11 achieve the following: (a) entry of an order approving the Class Settlement and  
12 granting the monetary and other relief set forth in this Stipulation to the Class  
13 Participants; (b) entry of judgment and dismissal with prejudice of the Action; and (c)  
14 discharge of Released Parties from liability for any and all of the Released Claims.

15 **III. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF**  
16 **CLASS COUNSEL AND CLASS REPRESENTATIVES**

17 **1. The Settlement Class.** On June 27, 2011, the Court issued its orders  
18 (ECF Nos. 98, 99) certifying the following four classes: (a) a "Meal Break Class," (b)  
19 a "Rest Break Class;" (c) a "Reserve Account Class;" and (d) a "Driver Legal Plan  
20 Class." For the purposes of this Stipulation and the Settlement of this Action only, the  
21 Parties stipulate to conditional class certification of the Settlement Class pursuant to  
22 Fed. R. Civ. P. 23(a) and (b)(3), which will include the previously certified Meal  
23 Break, Rest Break, Reserve Account, and Driver Legal Plan Classes. The Settlement  
24 Class is defined in Article I, Section 5, as follows: all current and former employee  
25 truck drivers of England, including full-time and part-time drivers, driver trainees, and  
26 Phase 1 and Phase 2 drivers, who resided in California and worked for England at any  
27 time during the Class Period. The Settlement Class shall be divided into the following  
28 subclasses:

1           **a. The Reserve Account Subclass:** The Reserve Account Subclass  
2 consists of all members of the Settlement Class who had deductions taken from  
3 one or more paychecks in order to fund a so-called “driver reserve account.”

4           **b. The California Driver Subclass:** The California Driver Subclass  
5 consists of all members of the Settlement Class, regardless of whether they are  
6 also part of the Reserve Account Subclass.

7           **2. Appointment of Class Counsel.** For purposes of this Stipulation and  
8 subject to the Court’s approval, the Parties hereby stipulate to the appointment of Class  
9 Counsel as counsel for the Class and the effectuation of the Settlement pursuant to this  
10 Stipulation.

11           **3. Appointment of Class Representatives.** For purposes of this Stipulation  
12 and subject to the Court’s approval, the Parties hereby stipulate to the appointment of  
13 the Named Plaintiffs as Class Representatives for the Class.

#### 14 **IV. SETTLEMENT CONSIDERATION**

15           **1. Gross Settlement Amount.** The Gross Settlement Amount and other  
16 actions and forbearances taken by Defendant shall constitute adequate consideration  
17 for the Settlement and will be made in full and final settlement of: (a) the Released  
18 Claims, (b) Class Counsel’s claims for attorney fees and expenses, (c) the  
19 Administrative Expenses, and (e) any other obligation of Defendant under this  
20 Stipulation.

#### 21           **2. Further Relief Provided by Defendant.**

22           **a.** Defendant has taken the position in this Action that the deductions  
23 taken for drivers to participate in the Driver Legal Plan were knowingly and  
24 voluntarily authorized by Settlement Class Members and has denied that the  
25 deductions were in any way improper or otherwise illegal, and nothing in this  
26 Stipulation constitutes an express or implied admission of wrongdoing or  
27 liability by England related to participation by Settlement Class Members in the  
28 Driver Legal Plan. Nevertheless, to ensure voluntary participation in the Driver

1 Legal Plan, Defendant will adopt a notice to potential participants advising them  
2 of the following: (a) participation in the Driver Legal Plan is voluntary, and no  
3 driver is required to participate in the Driver Legal Plan; (b) participation in the  
4 Driver Legal Plan may be terminated at any time by notifying Defendant in  
5 writing of the desire to terminate participation; (c) a summary of the benefits and  
6 purposes of the Driver Legal Plan, including that it is designed to help drivers  
7 protect their commercial driver's license from the adverse affects of moving and  
8 other violations; and (d) the Driver Legal Plan is not for Defendant's benefit and  
9 does not provide auto liability insurance coverage for Defendant.

10 **b.** While Defendant has taken the position in this Action that it has  
11 always provided legally compliant, accurate itemized wage statements,  
12 Defendant currently includes all of the following information on wage  
13 statements issued to Class members: (i) gross wages earned; (ii) total hours  
14 worked by the employee, except for any employee whose compensation is solely  
15 based on a salary and who is exempt from payment of overtime under  
16 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
17 Commission; (iii) the number of piece-rate units earned and any applicable piece  
18 rate if the employee is paid on a piece-rate basis; (iv) all deductions, provided  
19 that all deductions made on written orders of the employee may be aggregated  
20 and shown as one item; (v) net wages earned; (vi) the inclusive dates of the  
21 period for which the employee is paid; (vii) the name of the employee and only  
22 the last four digits of his or her social security number or an employee  
23 identification number other than a social security number; (viii) the name and  
24 address of the legal entity that is the employer; and (ix) all applicable hourly  
25 rates in effect during the pay period and the corresponding number of hours  
26 worked at each hourly rate by the employee..

27 **3. Payment to Class Participants.** Each Class Participant shall receive  
28 payment based on a formula calculated in accordance with Article VIII, Section 2.



1           **4. Tax Treatment of Settlement Payments.** For the purpose of calculating  
2 applicable taxes for the payment of the Individual Settlement Amounts paid to Class  
3 Participants (including any payments to the Class Representatives, but exclusive of  
4 their Service Fee Awards), the parties agree that 100% of any amounts distributed for  
5 the Reserve Account Subclass shall constitute non-wage payments for penalties (and  
6 each Class Participant will be issued an IRS Form 1099 for such payment to him or  
7 her) and that 25% of any amounts distributed for the California Driver Subclass shall  
8 constitute wages in the form of back pay (and each Class Member will be issued an  
9 IRS Form W-2 for such payment to him or her), and 75% shall constitute interest,  
10 penalties and other non-wage payments (and each Class Participant will be issued an  
11 IRS Form 1099 for such payment to him or her). Defendant shall not be separately  
12 responsible for payroll tax payments on any portion of the payment the Gross  
13 Settlement Amount, and Defendant's portion of any applicable payroll taxes, including  
14 those collected under authority of the Federal Insurance Contributions Act ("FICA"),  
15 shall be paid from the Net Settlement Fund allocated to the California Driver Subclass  
16 by the Settlement Administrator as follows: (a) In the event the guaranteed minimum  
17 distribution amount for the California Driver Subclass has not been reached, the  
18 payroll taxes will be paid out of the undistributed guaranteed minimum distribution  
19 amount before allocation of any additional amounts to be distributed to the California  
20 Driver Subclass to reach the guaranteed minimum distribution amount for the  
21 California Driver Subclass and (b) In the event the guaranteed minimum distribution  
22 amount has been reached, then the payroll taxes will be paid out of the remaining  
23 undistributed amount of the Net Settlement Fund allocated to the California Driver  
24 Subclass. Defendant shall not have any further responsibility for payment of  
25 applicable payroll taxes on any other portion of the amounts paid to the Class  
26 Participants. The Parties understand that the Class Representatives and the Class  
27 Participants who receive any payment pursuant to this Stipulation shall be solely  
28

1 responsible for any and all of their individual tax obligations associated with this  
2 Settlement.

3 **5. No Effect on Employee Benefit Plans.** Neither the Class Settlement nor  
4 any amounts paid under the Class Settlement will modify any previously credited  
5 hours, days, or weeks of service under any employee benefit plan, policy or bonus  
6 program sponsored by Defendant. Such amounts will not form the basis for additional  
7 contributions to, benefits under, or any other monetary entitlement under Defendant's  
8 sponsored benefit plans, policies or bonus programs. The payments made under the  
9 terms of this Stipulation shall not be applied retroactively, currently, or on a going  
10 forward basis, as salary, earnings, wages, or any other form of compensation for the  
11 purposes of any of Defendant's benefit plan, policy or bonus program. Defendant  
12 retains the right to modify the language of its benefits plans, policies and bonus  
13 programs to effect this intent and to make clear that any amounts paid pursuant to this  
14 Stipulation are not for "weeks worked," "weeks paid," "weeks of service," or any  
15 similar measuring term as defined by applicable plans, policies and bonus programs for  
16 purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional  
17 contributions or benefits are not required by this Stipulation. Defendant does not  
18 consider the Settlement payments "compensation" for purposes of determining  
19 eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs,  
20 or any other plan sponsored by Defendant.

21 **V. ATTORNEY FEES, COSTS, AND EXPENSES OF CLASS COUNSEL**  
22 **AND SERVICE FEE AWARDS TO CLASS REPRESENTATIVES**

23 As part of the motion for final approval of the Settlement, Class Counsel may  
24 submit an application for an award of attorney fees in an amount not to exceed 25  
25 percent of the Gross Settlement Amount, which will be heard by the Court at the Final  
26 Approval and Fairness Hearing. Class Counsel may also submit an application for an  
27 award of litigation costs and expenses, costs of settlement administration, and class  
28 representative enhancements not to exceed \$250,000. The Class Representatives may



1 also submit applications for Service Fee Awards of \$15,000 each. Class Counsel and  
2 Defendant agree that if the amount of litigation costs and expenses, costs of settlement  
3 administration, and Class Representative Service Fee Awards is less than \$250,000, the  
4 difference will be paid to Class Counsel subject to the approval of Defendant and the  
5 Court. As a condition of this Settlement, Class Counsel have agreed to pursue their  
6 fees, costs, and expenses only in the manner reflected by this Section, and Defendant  
7 agrees that the requested amounts for attorney fees, costs, expenses, and Service Fees  
8 Awards are reasonable and that it will not oppose such requests. Any fees, costs, and  
9 expenses awarded by the Court shall be paid to Class Counsel from the Gross  
10 Settlement Amount and shall not constitute payment to any Class Members, and any  
11 Service Fee Awards awarded by the Court shall be paid to the Class Representatives  
12 from the Gross Settlement Amount. In no event shall such fees, costs, expenses, and  
13 Service Fee Awards exceed \$2,700,000. Any amount awarded to Class Counsel and to  
14 the Class Representatives by the Court from the Gross Settlement Amount shall be in  
15 full payment of their attorney fees, costs, expenses, and Service Fees Awards, and,  
16 except as provided above, neither the Class Representatives nor Class Counsel shall be  
17 entitled to any further award of attorney fees, costs, expenses, or Service Fee Awards  
18 from Defendant.

19 **VI. CLAIMS ADMINISTRATION COSTS AND EXPENSES; FUNDING OF**  
20 **SETTLEMENT**

21 **1. The Settlement Administrator's Costs and Expenses.** All costs and  
22 expenses due the Settlement Administrator in connection with its administration of the  
23 Claims, including, but not limited to, providing the Class Notice, locating Class  
24 Members, processing Opt-Out Forms, and Claim Forms, and administering and  
25 distributing settlement payments to the Settlement Class Members shall be paid from  
26 the Administrative Expenses.

27 **2. Deposit by Defendant.** Within 14 days after the Preliminary Approval  
28 Date, Defendant shall remit \$20,000 by wire transfer to the Settlement Administrator

1 from the Gross Settlement Amount for partial payment of the Settlement  
2 Administrator's costs and expenses to administer the Settlement. In the event that the  
3 Court does not approve the Settlement, any unused amount from the \$20,000 shall be  
4 returned to Defendant by the Settlement Administrator.

5 **3. Payment by Defendant of Balance of the Gross Settlement Fund.**

6 Within 14 days after the Effective Date, Defendant will remit by wire transfer to the  
7 Administrator the balance of the Gross Settlement Fund to be distributed pursuant to  
8 this Settlement.

9 **VII. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION**  
10 **PROCESS**

11 **1. The Settlement Administrator.** The Settlement Administrator will be  
12 responsible for locating correct Class Members' addresses, mailing the Class Notice to  
13 Class Members, handling inquiries from Class Members concerning the Class Notice,  
14 and determining Individual Settlement Amounts or any other issue, preparing,  
15 administering and distributing settlement checks to Class Participants, and performing  
16 such other duties as the parties may direct.

17 On a weekly basis, the Settlement Administrator will provide reports to Class  
18 Counsel and Defense Counsel updating them as to the number of validated timely  
19 received Claim Forms and Opt-Out Forms as well as any disputes or objections  
20 submitted by Settlement Class Members. The Settlement Administrator will serve on  
21 Class Counsel and Defense Counsel via e-mail date-stamped copies of the original  
22 Opt-Out Request Forms, objections, and any withdrawals of objections no later than  
23 seven days after their receipt. Within 14 days after the Claim Filing Deadline, but no  
24 later than 14 days before the Final Approval Hearing, or as soon thereafter as  
25 practicable, the Settlement Administrator will provide Class Counsel with a declaration  
26 of due diligence and proof of mailing of the Class Notice, the Claim Form, and the  
27 Opt-Out Request Form, which Class Counsel will file with the Court no later than  
28 seven days prior to the Court's Final Approval and Fairness Hearing. Within 14 days

1 after the Claim Filing Deadline (as defined in Article VII, Section 3), or as soon  
2 thereafter as practicable, the Settlement Administrator will compile and deliver to  
3 Class Counsel and Defense Counsel a final report with information regarding the final  
4 pro rata portion of each Class Participant and the final number of Opt-Outs.

5 All costs and expenses of the Settlement Administrator for administration of the  
6 Settlement shall be paid from the Administrative Expenses.

7 **2. Notice to Class Members.** Notice shall be provided to Class Members in  
8 the following manner: Within 14 days after the Preliminary Approval Date, Defendant  
9 shall provide the Settlement Administrator and Class Counsel with an updated list  
10 containing the names, social security numbers, last-known addresses and telephone  
11 numbers, starting and ending dates of employment for all members of the Settlement  
12 Class (the “Database”). The list shall be marked “Confidential – Attorney’s and  
13 Settlement Administrator’s Eyes Only.” Class Counsel represents, warrants, covenants  
14 and agrees that (a) Class Counsel shall hold the Database, including any copies thereof,  
15 in strictest confidence and shall not disclose or divulge its contents to any Class  
16 Member, including the Named Plaintiffs, or to any third party; (b) the list shall be kept  
17 in secure facilities; (c) the contents of the list shall be used exclusively for  
18 administration of the Settlement pursuant to this Stipulation and for no other purpose;  
19 and (d) Class Counsel shall not use the Database to contact Settlement Class Members  
20 to file claims. Within 14 days after receipt of the list, or as soon thereafter as  
21 practicable, the Settlement Administrator shall send via first-class, U.S. mail to each  
22 Class Member a Notice Packet, which includes the Class Notice, Claim Form, Claim  
23 Form Instructions, and the Opt-Out Request form. The Class Notice shall also contain  
24 an easily understood statement alerting the Class Members that, by submitting a Claim  
25 Form, the Class Member is executing a release and waiver of all Released Claims  
26 against Defendant.

1 The Settlement Administrator shall mail, within 30 days after the initial mailing  
2 of the Class Notice, a reminder postcard to Class Members who have not sent in a  
3 Claim Form or requested to opt-out.

4 **3. Opt-Out and Claims Procedure.** In order for a Class Member to receive  
5 a cash payment from the Net Settlement Fund, a completed Claim Form must be  
6 postmarked no later than 60 days after the Notice Packet was initially mailed by the  
7 Settlement Administrator (the “Claim Filing Deadline”). In order for a Class Member  
8 to request exclusion (opt-out) from the Settlement, the Opt-Out Request Forms must be  
9 postmarked no later than the Claims Filing Deadline. Any returned envelopes  
10 containing the Class Notice from the initial mailing which have forwarding addresses  
11 will be used by the Settlement Administrator to locate Class Members. In the event  
12 that, prior to the Claim Filing Deadline or the deadline for submission of the Opt-Out  
13 Request Forms (“Opt-Out Deadline”), any Class Notice mailed to a Class Member is  
14 returned as having been undelivered by the U.S. Postal Service, the Settlement  
15 Administrator shall perform a skip trace search and seek an address correction for such  
16 Class Member(s), and a second Notice Packet will be sent to any new or different  
17 address obtained. The returned Claim Form or Opt-Out Request Form must be  
18 postmarked no later than seven days after the Claim Filing Deadline.

19 It will be conclusively presumed that, if an envelope containing the Class Notice  
20 has not been returned within 28 days of the mailing, the Class Member received the  
21 Class Notice. However, a Class Member may ask the Settlement Administrator for a  
22 substitute Notice Packet and file a Claim at any time up to the Claim Filing Deadline.  
23 Within 14 days after the Claim Filing Deadline, the Settlement Administrator shall  
24 provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and  
25 Proof of Mailing with regard to the mailing of the Class Notice and its attempts to  
26 locate Class Members. The declaration shall specify the number of Class Members to  
27 whom Class Notices were sent and the number of Class Members to whom Class  
28 Notices were not delivered. Class Counsel shall file this declaration with the Court.

1 If any Class Member timely submits to the Settlement Administrator both a  
2 Claim Form and an Opt-Out Request, the Settlement Administrator, upon receipt of the  
3 same, will mail a letter to that Class Member asking for clarification as to whether the  
4 Class Member intended to file a claim or to request exclusion from the action. The  
5 Class Member must respond with a clarification by the Claim Filing Clarification  
6 Deadline, which shall be the last of the following to occur: (a) the Claim Filing  
7 Deadline, or (b) seven days after the date the Settlement Administrator mails the letter  
8 requesting clarification. If no clarification is provided by the later of these dates, then  
9 the Class Member shall be deemed to have submitted only a valid Claim Form, and the  
10 Opt-Out Request shall be deemed null and void.

11 If the Settlement Administrator determines that a Claim Form returned by a  
12 Class Member before the Claim Filing Deadline is deficient, then the Settlement  
13 Administrator shall mail a deficiency letter to that Class Member identifying the  
14 problem and either return the Claim Form for completion or, if deemed necessary by  
15 the Settlement Administrator, send a new Claim Form no later than seven days of  
16 receipt of the deficient Claim Form. To share in the distribution of the Net Settlement  
17 Amount, the Class Member must return a correctly completed Claim Form by the  
18 Claim Filing Deficiency Deadline for that Class Member, which shall be the last of the  
19 following to occur: (a) the Claim Filing Deadline or (b) seven days after the  
20 Settlement Administrator mails the deficiency letter.

21 Those Class Members who have not returned a completed Claim Form by the  
22 Claim Filing Deadline (or the Claim Filing Deficiency Deadline or the Claim Filing  
23 Clarification Deadline, if applicable) shall not share in the distribution of any part of  
24 the Net Settlement Amount of the Settlement Fund, but shall nevertheless be bound by  
25 the dismissal with prejudice of this Action and the release of Released Claims set forth  
26 in Article XI of this Stipulation.

27 **4. Objections.** The Class Notice shall inform the Class Members of their  
28 right to object to the Settlement. Any Class Member who wishes to object to the

1 Settlement must file and deliver a written objection with the Court and serve copies of  
2 the written objection to Class Counsel and Defense Counsel no later than 30 days after  
3 the Notice Packet was initially mailed by the Settlement Administrator. The date of  
4 delivery of the written objection is deemed to be the date the objection is deposited in  
5 the U.S. mail, postage prepaid, as evidenced by the postmark. The objection must  
6 include the case name and number and must set forth, in clear and concise terms a  
7 statement of the reasons why the objector believes that the Court should find that the  
8 proposed Settlement is not in the best interest of the Settling Class and the reasons why  
9 the Settlement should not be approved, including the legal and factual arguments  
10 supporting the objection. If an objector also wishes to appear at the Final Approval  
11 Hearing, in person or through an attorney, he or she must *also* file a notice of their  
12 intention to appear at the same time as the objection is filed. Copies of any objection  
13 or notice of intention to appear must be simultaneously served on Class Counsel and  
14 Defense Counsel. Unless otherwise ordered by the Court, Class Members shall not be  
15 entitled to speak at the Final Approval Hearing unless they have submitted a timely  
16 written objection and notice of intention to appear pursuant to this Section. Class  
17 Members who have properly and timely submitted objections may appear at the Final  
18 Approval Hearing, either in person or through a lawyer retained at their own expense.

19 **5. Notice of Settlement to State and Federal Officials (CAFA Notice).**

20 Within ten days of receiving notice of filing of a motion for preliminary approval of  
21 this Stipulation, Defendant shall serve the CAFA Notice of this Stipulation on the  
22 appropriate federal and state officials, as required by 28 U.S.C. § 1715(b).

23 **VIII. SETTLEMENT DISTRIBUTION**

24 **1. Allocation of the Gross Settlement Amount.** The Claims of all Class  
25 Members are settled for the Gross Settlement Amount. The Gross Settlement Amount  
26 of \$9,800,000 shall be allocated as follows:

- 27 **a.** The Attorney Fees as approved by the Court in an amount not to  
28 exceed \$2,450,000.



1           **b.** The Administrative Expenses, as defined in Article I, Section 2  
2 above, in an amount not to exceed \$250,000.

3           **c.** The Net Settlement Fund, as defined in Article I, Section 25 above,  
4 in an amount not to exceed \$7,100,000. The Net Settlement Fund is further  
5 allocated as follows: \$4,260,000, which represents 60% of the Net Settlement  
6 Fund, for the Reserve Account Subclass, and \$2,840,000, which represents 40%  
7 of the Net Settlement Fund, for the California Driver Subclass. The amounts to  
8 be distributed to Members of the Reserve Account Subclass and the California  
9 Driver Subclass shall be determined as in Section 2 below.

10           **2. Calculation of the Individual Settlement Amounts.** The Individual  
11 Settlement Amount to be paid to each Class Participant from the Net Settlement Fund,  
12 before mandatory withholding, based upon approximately 17,000 Class members, will  
13 be calculated as follows:

14           **a. Reserve Account Subclass.** The Settlement Administrator shall  
15 first deduct the \$6,000 to be paid to the LWDA for the PAGA penalties for the  
16 Reserve Account Subclass from \$4,260,000 (60% of the Net Settlement Fund),  
17 which represents the amount allocated to the Reserve Account Subclass. The  
18 Settlement Administrator shall then divide \$4,254,000 by the total number of  
19 members of the Reserve Account Subclass to determine the amount to which  
20 each member of the Reserve Account Subclass who timely submits a claim is  
21 entitled. If, and only if, the aggregate of all Individual Settlement Amounts of  
22 members of the Reserve Account Subclass who have timely submitted claim  
23 forms is less than \$3,403,200 (80% of \$4,254,000), the difference between the  
24 aggregate of all Individual Settlement Amounts submitted as claims by members  
25 of the Reserve Account Subclass and \$3,403,200 will be distributed to members  
26 of the Reserve Account Subclass who are Class Participants on a pro rata basis  
27 so that at least \$3,403,200 is distributed to the LWDA and the Class Participants  
28 of the Reserve Account Subclass.

1           **b. California Driver Subclass.** The Settlement Administrator shall  
2 first deduct the \$4,000 to be paid to the LWDA for the PAGA penalties for the  
3 California Driver Subclass from \$2,240,000 (40% of the Net Settlement Fund),  
4 which represents the amount allocated to the California Driver Subclass. The  
5 Settlement Administrator shall then divide \$2,236,000 by the total number of  
6 weeks members of the California Driver Subclass worked during the Class  
7 Period to determine the amount to which each member of the California Driver  
8 Subclass who timely submits a claim is entitled for each week he or she worked  
9 for England (the “Weekly Amount”). The Settlement Administrator will  
10 multiply the Weekly Amount by the total number of weeks that each member of  
11 the California Driver Subclass worked to arrive at the Individual Settlement  
12 Amount for that Class Member. If, and only if, the aggregate of all Individual  
13 Settlement Amounts of members of California Driver Subclass who have timely  
14 submitted claim forms is less than \$894,000 (40% of \$2,236,000) , the  
15 difference between the aggregate of all Individual Settlement Amounts  
16 submitted by members of the California Driver Subclass and \$894,000 (40% of  
17 the Net Settlement Fund) will be distributed to members of the California Driver  
18 Subclass who are Class Participants on a pro rata basis in proportion to the  
19 number of weeks the Class Participant worked for England so that at least  
20 \$894,000 is distributed to the LWDA and the Class Participants of the California  
21 Driver Subclass.

22           As soon as practicable after all the Individual Settlement Amounts have been  
23 calculated, the Settlement Administrator shall determine the standard tax deductions  
24 and withholdings for the payments. Defendant will provide the Settlement  
25 Administrator and Class Counsel with any information reasonably necessary to  
26 perform this calculation along with the appropriate documentation. The Settlement  
27 Administrator shall deduct the employer’s share of payroll taxes from the portion of  
28 the Net Settlement Amount to be distributed and the employee’s share of mandatory



1 payroll withholding taxes from the payment of the Individual Settlement Amount to  
2 the Class Participants. Defendant shall have no responsibility for deciding the validity  
3 of the Individual Settlement Amounts or any other payments made pursuant to this  
4 Stipulation, shall not be liable under any circumstances for any errors in the decision of  
5 any claims, shall have no involvement in or responsibility for the determination or  
6 payment of such taxes, and shall have no liability for any errors made with respect to  
7 such taxes.

8 **3. Time for Payment of Attorneys Fees and Expenses to Class Counsel.**

9 The Settlement Administrator shall pay any attorneys fees and expenses awarded by  
10 the Court to Class Counsel by wire transfer within 14 days after the Settlement  
11 Administrator receives the balance of the Gross Settlement Amount to be distributed  
12 from Defendant, or at such other later date as may be mutually agreed between the  
13 Settlement Administrator and Class Counsel. Class Counsel will provide the  
14 Settlement Administrator with the necessary bank routing information.

15 **4. Time for Payment of Service Fee Awards to Named Plaintiffs.**

16 The Settlement Administrator shall pay any Service Fee Awards for each of the Class  
17 Representatives to the Class Representatives within 14 days after the Settlement  
18 Administrator receives the Gross Settlement Amount from Defendant.

19 **5. Time for Payment of Administrative Expenses to the Settlement**  
20 **Administrator.**

21 The Settlement Administrator may pay to itself its portion of the  
22 Administrative Expenses for all services through the closing of the administration after  
23 the Settlement Administrator receives the balance of the Gross Settlement Amount to  
24 be distributed from Defendant.

25 **6. Time for Payment of Individual Settlement Amounts.**

26 The Settlement Administrator shall make every effort to mail, by first-class U.S. mail to the last-  
27 known address, the Individual Settlement Amount to each Class Participant no later  
28 than 28 days after the Effective Date.

1 If the Settlement Administrator is not able to mail the Individual Settlement  
2 Amounts to Class Participants within the time period set forth above, it shall so inform  
3 Class Counsel and Defense Counsel and provide an approximate date by which the  
4 Individual Settlement Amounts will be mailed. Under no circumstances shall the  
5 Settlement Administrator distribute checks to Class Participants until all timely claims  
6 have been considered, calculated, and accounted for, and the obligations set forth in  
7 Sections 3, 4, and 5 have been satisfied. In the event that any Class Participant is  
8 deceased, payment shall be made payable to the estate of that Class Member and  
9 delivered to the executor or administrator of that estate, unless the Settlement  
10 Administrator has received an affidavit or declaration pursuant to California Probate  
11 Code section 13101, in which case payment shall be made to the affiant(s) or  
12 declarant(s).

13 Within 14 days of mailing the Individual Settlement Amounts to Class  
14 Participants, the Settlement Administrator shall provide a declaration of payment to  
15 Class Counsel, who will be responsible for filing it with the Court.

16 **7. Returned and Uncashed Settlement Checks.** Each Class Participant  
17 must cash his or her Individual Settlement Amount check within 120 days after the  
18 date of the check. If a check is returned to the Settlement Administrator, the  
19 Settlement Administrator may make such efforts, if any, as it deems to be reasonable to  
20 re-mail it to the Class Participant at his or her correct address. If any Class  
21 Participant's Individual Settlement Amount check is not cashed within 90 days after it  
22 is mailed or re-mailed, whichever is later, the Settlement Administrator will send the  
23 Class Participant a letter informing him or her that, unless the check is cashed within  
24 120 days after the date on the check, it will expire and become non-negotiable and will  
25 offer to replace the check if it was lost or misplaced, but not cashed. If the check  
26 remains uncashed by the expiration of the 120-day period, the Settlement  
27 Administrator will pay over the Individual Settlement Amount represented by the  
28 check to the California State Controller – Unclaimed Property Division, with the

1 identity of the Class Participant to whom the funds belong. In such event, the Class  
2 Participant will nevertheless remain bound by the Settlement.

3 **8. Extension of Time to Pay and/or Process Claims.** Should the  
4 Settlement Administrator need more time than is provided under this Stipulation to  
5 complete any of its obligations, the Settlement Administrator may request, in writing,  
6 such additional time (including an explanation of the need for additional time) from  
7 Defense Counsel and Class Counsel. If Defense Counsel and/or Class Counsel do not  
8 agree, in writing, to the Settlement Administrator's request for additional time, the  
9 Settlement Administrator, Class Counsel or Defense Counsel may seek such additional  
10 time from the Court.

11 **IX. NULLIFICATION OF THIS STIPULATION**

12 **1. Non-Approval of the Stipulation.** If (a) the Court should for any reason  
13 decline to approve this Stipulation in the form agreed to by the Parties, or (b) the Court  
14 should for any reason fail to enter a judgment and dismissal with prejudice of the  
15 Action, or (c) the judgment and dismissal is reversed, modified or declared or rendered  
16 void, then the Settlement and class certification shall be considered null and void, and  
17 neither the Settlement, class certification, nor any of the related negotiations or  
18 proceedings, shall be of any force or effect, and all parties to the Settlement shall stand  
19 in the same position, without prejudice, as if the Settlement had been neither entered  
20 into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt  
21 in good faith to cure any perceived defects in the Stipulation to facilitate approval. The  
22 parties will be equally responsible for all charges incurred by the Administrator as of  
23 the date of entry of any order denying preliminary or final approval of this Settlement.

24 **2. Defendant's Right to Void Settlement.** If ten percent or more of the  
25 Class timely submit Opt-Out Requests, Defendant shall have the exclusive right to void  
26 this Settlement. Defendant shall make its election within seven days after its receipt of  
27 the Settlement Administrator's final report, as provided for in Article VII, Section 1,  
28 above. If Defendant decides to void the Settlement, then the Settlement and class

1 certification shall be considered null and void, and neither the Settlement, class  
2 certification, nor any of the related negotiations or proceedings, shall be of any force or  
3 effect, and the Parties shall stand in the same position, without prejudice, as if this  
4 Stipulation had been neither entered into nor filed with the Court.

5 **3. Invalidation.** Invalidation of any material portion of the Settlement shall  
6 invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in  
7 writing that the remaining provisions of the Settlement are to remain in full force and  
8 effect. The parties will be equally responsible for all charges incurred by the  
9 Settlement Administrator as of the time the Settlement is invalidated.

10 **4. Stay upon Appeal.** In the event of a timely appeal from the judgment  
11 and dismissal, the judgment shall be stayed, and the Gross Settlement Amount shall not  
12 be distributed to Class Members, the Named Plaintiffs, or Class Counsel, and the  
13 actions required by this Stipulation shall not take place until all appeal rights have been  
14 exhausted by operation of law.

15 **5. Apportionment of Settlement Administrator Charges in the Event of**  
16 **Settlement Failure.** In the event that the Settlement is not finally approved, any  
17 unused amount from the \$20,000 deposit shall be returned to Defendant by the  
18 Settlement Administrator, and Class Counsel shall reimburse Defendant for one-half of  
19 the portion of the \$20,000 that had been expended by the Settlement Administrator for  
20 expenses. In the event the Settlement Administrator has expended more than \$20,000  
21 on the expenses of claims administration for the Settlement, the Parties shall be equally  
22 responsible for all such charges.

23 **X. MOTION FOR COURT APPROVAL**

24 **1. Preliminary Approval.** Class Counsel will submit this Stipulation to the  
25 Court and request preliminary approval of the Settlement. Each party shall cooperate to  
26 present the Settlement to the Court for preliminary approval in a timely fashion.

27 **2. Final Approval.** The Final Approval and Fairness Hearing shall be held  
28 before the Court in the U.S. District Court for the Central District of California,

1 Courtroom 10, 312 North Spring Street, Los Angeles, California, as soon after the  
2 Claim Filing Deadline and the Claim Filing Clarification Deadline as the matter can  
3 practicably be heard.

4 **3. Dismissal with Prejudice of the Action.** The Action shall be dismissed  
5 with prejudice as of the Effective Date as part of the consideration for the Settlement.  
6 Notwithstanding the dismissal of the Action with prejudice, the Court shall retain  
7 jurisdiction to interpret and enforce this Stipulation.

8 At the Final Approval and Fairness Hearing, Plaintiffs and Defendant shall  
9 jointly request the Court for the entry of the final order certifying the Class for  
10 settlement purposes only and approving the Settlement as being fair, reasonable and  
11 adequate to the Class Participants within the meaning of Fed. R. Civ. P. 23(c),  
12 including the Release of all Claims, and for the entry of a final judgment of dismissal  
13 with prejudice of the Action consistent with the terms of the Settlement. Class Counsel  
14 and Defense Counsel shall submit to the Court such pleadings and/or evidence as may  
15 be required for the Court's determination.

16 **XI. RELEASES AND WAIVERS**

17 **1. Release of Claims by Settlement Class and Plaintiffs.** Upon the  
18 Effective Date, the Class, including each member thereof (excluding only persons who  
19 submitted timely Opt-Out Forms and failed to rescind their Opt-Out Forms), and the  
20 Class Representatives, each releases the Released Parties, and each of them, of and  
21 from any and all of the Released Claims, including the Derivative Claims arising up to  
22 and including the Preliminary Approval Date.

23 It is the desire of the Parties to fully, finally, and forever settle, compromise, and  
24 discharge all disputes and Claims asserted in this Action against Defendant, whether  
25 known or unknown, liquidated or unliquidated and the Released Claims. Each Class  
26 Member waives, as to the Released Claims only, all rights and benefits afforded by  
27 Section 1542 and does so understanding the significance of that waiver. Section 1542  
28 provides as follows:

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

5           As such, the Settlement Class Members understand and agree that they are  
6           providing the Released Parties with a full and complete release with respect to the  
7           Released Claims.

8           It is hereby stipulated that this Stipulation is intended to include within its effect  
9           any and all claims, damages, causes of action, and claims for attorney fees, asserted in  
10          the Action (including the Released Claims), subject to the terms and conditions of this  
11          Stipulation and upon Final Approval of this Stipulation, all such claims, damages,  
12          causes of action, and claims for attorney fees, that were asserted in the Action  
13          (including the Released Claims) are deemed to be fully and finally resolved and are to  
14          be dismissed, with prejudice, as to each and every Class Member, except as to those  
15          who timely submit Opt-Out Request Forms.

16          Regardless of whether any Settlement Class Member actually submits a Claim  
17          Form, each Settlement Class Member will be bound to the release of Released Claims  
18          as a result of the Settlement.

19          **2.     Release of Claims by Named Plaintiffs.** As part of the consideration for  
20          the Settlement and the agreement to the Service Fee Enhancements, Named Plaintiffs  
21          also agree to the following release of all claims arising out of their employment with  
22          Defendant.

23                 **a.     Release.** Named Plaintiffs, individually and on behalf of  
24                 themselves and their heirs, executors, administrators, and representatives, shall  
25                 and do hereby forever release, discharge, and agree to hold harmless Defendant  
26                 and the Released Parties from any and all claims, charges, complaints, claims,  
27                 liabilities, obligations, promises, agreements, controversies, damages, actions,  
28                 causes of action, suits, rights, demands, costs, losses, debts, and expenses  
                    (including attorney fees and costs), known or unknown, at law or in equity,  
                    which they may now have or may have at the signing of this Stipulation, against

1 Defendant arising out of or in any way related to the Action, their employment  
2 with Defendant, including the claims alleged in the Complaint, and any and all  
3 transactions, occurrences or matters between the parties occurring prior to the  
4 date of final approval of the Stipulation. Without limiting the generality of the  
5 foregoing, this release shall include, but not be limited to, any and all claims  
6 under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the  
7 Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42  
8 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as  
9 amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act;  
10 (h) the Employee Retirement Income Security Act, as amended; (i) the  
11 Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of  
12 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966;  
13 (m) the California Fair Employment and Housing Act; (n) the California  
14 Constitution; (o) the California Labor Code; (p) the California Government  
15 Code; (q) the California Civil Code; and (r) any and all other federal, state and  
16 local statutes, ordinances, regulations, rules and other laws, and any and all  
17 claims based on constitutional, statutory, common law or regulatory grounds as  
18 well as any other claims based on theories of wrongful or constructive discharge,  
19 breach of contract or implied contract, fraud, misrepresentation, promissory  
20 estoppel or intentional and/or negligent infliction of emotional distress, or  
21 damages under any other federal, state or local statutes, ordinances, regulations,  
22 rules or laws. This release is for any and all relief, no matter how denominated,  
23 including, but not limited to, back pay, front pay, vacation pay, bonuses,  
24 compensatory damages, tortious damages, liquidated damages, punitive  
25 damages, damages for pain and suffering, and attorney fees and costs, and the  
26 Named Plaintiffs hereby forever release, discharge and agree to hold harmless  
27 Defendant and the Released Parties from any and all claims for attorney fees and  
28 costs arising out of the matters released in this Stipulation.



1           **b.     Section 1542.** Named Plaintiffs specifically acknowledge that they  
2 are aware of and familiar with the provisions of Section 1542, which provides as  
3 follows:

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

9           Named Plaintiffs, being aware of Section 1542, hereby expressly waive and  
10 relinquish all rights and benefits they may have under Section 1542 as well as  
11 any other statutes or common law principles of a similar effect. Named  
12 Plaintiffs may hereafter discover facts in addition to or different from those  
13 which they now know or believe to be true with respect to the subject matter of  
14 the Released Claims and all the claims referenced herein, but stipulate and agree  
15 that, upon the Effective Date, Named Plaintiffs shall and hereby do fully, finally  
16 and forever settle and release any and all claims against Defendant, known or  
17 unknown, suspected or unsuspected, contingent or non-contingent, which now  
18 exist or heretofore have existed upon any theory of law or equity without regard  
19 to the subsequent discovery of existence of such different or additional facts.

20           **c.     Period to Consider Terms of Agreement.** Each Named Plaintiff  
21 acknowledges that he is entitled to and has been given 21 days to consider  
22 whether to accept the terms of the release given in Article XI, Section 2, of this  
23 Stipulation. If either Named Plaintiff executes this Stipulation before the  
24 expiration of 21-day period, he does so voluntarily, upon the advice and with the  
25 approval of Class Counsel, and he expressly and voluntarily waives his right to  
26 consider the release of this Section for any remaining portion of that 21-day  
27 period.

28           **d.     Revocation of Agreement.** Each Named Plaintiff understands that,  
after executing this Stipulation, he has the right to revoke it within seven days  
after execution. Each Named Plaintiff understands that this Stipulation will not



1 become effective and enforceable unless and until the seven-day revocation  
2 period has passed. The release provided for in this Section by each Named  
3 Plaintiff shall become effective and enforceable as of the Effective Date of this  
4 Stipulation provided that final approval of this Stipulation occurs after the  
5 seven-day revocation period has expired.

6 **e. Waiver of Money or Damages.** The Named Plaintiffs also agree  
7 that, to the extent permitted by law, if a claim is prosecuted in their name against  
8 Released Parties before any court or administrative agency, they waive, and  
9 agree not to take, any award of money or other damages from such proceeding.  
10 The Named Plaintiffs agree that, unless otherwise compelled by law, if a claim is  
11 prosecuted in any of their names against Released Parties that, upon a written  
12 request by Defendant's counsel, they will immediately request in writing that the  
13 claim on their behalf be withdrawn.

## 14 **XI. DUTIES OF THE PARTIES**

15 **1. Mutual Full Cooperation.** The Parties agree to cooperate fully with one  
16 another to accomplish and implement the terms of this Stipulation. Such cooperation  
17 shall include, but not be limited to, execution of such other documents and the taking  
18 of such other actions as may reasonably be necessary to fulfill the terms of this  
19 Settlement. The Parties shall use their best efforts, including all efforts contemplated  
20 by this Stipulation and any other efforts that may become necessary by court order, or  
21 otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as  
22 practicable after execution of this Stipulation, Class Counsel, with the cooperation of  
23 Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure  
24 the Court's final approval of this Stipulation.

25 **2. Duty to Support and Defend the Settlement.** The Parties hereto agree  
26 to abide by all of the terms of the Settlement in good faith and to support the  
27 Settlement fully and to use their best efforts to defend this Class Settlement from any  
28 legal challenge, whether by appeal or collateral attack.

1           **3. Duties Prior to Court Approval.** Class Counsel shall promptly submit  
2 this Stipulation to the Court for preliminary approval and determination by the Court as  
3 to its fairness, adequacy, and reasonableness. Promptly upon execution of this  
4 Stipulation, Class Counsel shall confer with counsel for Defendant to agree upon the  
5 form and content of a proposed order of preliminary approval and shall apply to the  
6 Court for the entry of a preliminary approval order scheduling a hearing on the  
7 question of whether the proposed Class Settlement should be approved as fair,  
8 reasonable, and adequate as to the Class Members, approving as to form and content  
9 the proposed Class Notice attached hereto as **Exhibit 2**, and directing the mailing of  
10 the Class Notice to Class Members. Defense Counsel shall file a notice of non-  
11 opposition to the motion for preliminary approval or join in the motion.

12 **XII. MISCELLANEOUS PROVISIONS**

13           **1. Voiding the Stipulation.** Pending Court approval and other than as  
14 provided in Article IX herein, if any of the conditions set forth in this Stipulation are  
15 not met and satisfied, this Stipulation shall, at the option of either the Class  
16 Representatives or Defendant, be ineffective, void, and of no further force and effect,  
17 and shall not be used or be admissible in any subsequent proceeding, either in this  
18 Court or in any other court or forum.

19           **2. Different Facts.** The Parties hereto, and each of them, acknowledge that,  
20 except for matters expressly represented herein, the facts in relation to the dispute and  
21 all claims released by the terms of this Stipulation may turn out to be other than or  
22 different from the facts now known by each party and/or its counsel, or believed by  
23 such party or counsel to be true, and each party therefore expressly assumes the risk of  
24 the existence of different or presently unknown facts, and agrees that this Stipulation  
25 shall be in all respects effective and binding despite such difference.

26           **3. No Prior Assignments.** The Parties represent, covenant, and warrant that  
27 they have not directly or indirectly assigned, transferred, encumbered, or purported to  
28 assign, transfer, or encumber to any person or entity any portion of any liability, claim,

1 demand, action, cause of action, or right herein released and discharged except as set  
2 forth herein.

3 **4. Non-Admission.** Nothing in this Stipulation shall be construed to be or  
4 deemed an admission by Defendant of any liability, culpability, negligence, or  
5 wrongdoing toward the Class Representatives, the Class Members, or any other person,  
6 and Defendant specifically disclaims any liability, culpability, negligence, or  
7 wrongdoing toward the Class Representatives, the Class Members, or any other person.  
8 Each of the Parties has entered into this Stipulation with the intention to avoid further  
9 disputes and litigation with the attendant inconvenience, expenses, and contingencies.  
10 Nothing herein shall constitute any admission by Defendant of wrongdoing or liability,  
11 or of the truth of any factual allegations in the Action. Nothing herein shall constitute  
12 an admission by Defendant that the Action was properly brought as a class or  
13 representative action other than for settlement purposes. To the contrary, Defendant  
14 has denied and continues to deny each and every material factual allegation and alleged  
15 claim asserted in the Action. To this end, the Settlement of the Action, the negotiation  
16 and execution of this Stipulation, and all acts performed or documents executed  
17 pursuant to or in furtherance of this Stipulation or the Settlement are not, shall not be  
18 deemed to be, and may not be used as, an admission or evidence of any wrongdoing or  
19 liability on the part of Defendant or of the truth of any of the factual allegations in the  
20 Complaint in the Action; and are not, shall not be deemed to be, and may not be used  
21 as, an admission or evidence of any fault or omission on the part of Defendant in any  
22 civil, criminal or administrative proceeding in any court, administrative agency or  
23 other tribunal.

24 **5. Confidentiality.** Named Plaintiffs and Defendant, and their respective  
25 counsel, recognize and accept that the terms of this Stipulation, the fact of the  
26 Settlement embodied in this Stipulation, the disposition of the Action, the Action, and  
27 all matters relating to the litigation of the Action, including discovery proceedings  
28 therein, and evidence obtained during the course of the Action, shall not be discussed

1 with or presented to the media. Class Counsel shall not report the Settlement to any  
2 publication, whether print, electronic, or otherwise. If contacted by the press, media,  
3 Class Counsel may only state that the case has been resolved and may refer the media  
4 to the Court file or to the Settlement Administrator. Any communication about the  
5 Settlement to Settlement Class Members prior to the Court-approved mailing will be  
6 similarly limited to a statement that a settlement has been reached and the details will  
7 be communicated in a forthcoming Court-approved notice, except that Class Counsel  
8 may respond to any inquiries that they receive from Settlement Class Members  
9 concerning the Settlement. Before the Court-approved mailing has been made, the  
10 Class Representatives will also refrain from discussing the terms or the fact of the  
11 Settlement with third parties other than (a) their immediate family members, and (b)  
12 their accountants or lawyers as necessary for tax purposes, except that the Class  
13 Representatives may respond to any inquiries that they receive from Class Members  
14 concerning the Settlement.

15 **6. Non-Retaliation.** Defendant understands and acknowledges that it has a  
16 legal obligation not to retaliate against any member of the Class who elects to  
17 participate in the Settlement or elects to opt-out of the Settlement. Defendant will refer  
18 any inquiries regarding this Settlement to the Settlement Administrator or Class  
19 Counsel and will not discourage Class Members who are employees, directly or  
20 indirectly, from making claims, opting out, or objecting to the Settlement.

21 **7. Construction.** The Parties hereto agree that the terms and conditions of  
22 this Stipulation are the result of lengthy, intensive, arms-length negotiations between  
23 the Parties and that this Stipulation is not to be construed in favor of or against any  
24 party by reason of the extent to which any party or its counsel participated in the  
25 drafting of this Stipulation.

26 **8. Governing Law.** This Stipulation is intended to and shall be governed by  
27 the laws of the State of California, without regard to conflict of law principles, in all  
28 respects, including execution, interpretation, performance, and enforcement.

1           **9.    Notices.** Except for Class Member notices required to be made by the  
2 Settlement Administrator, any and all notices or other communications required or  
3 permitted under this Stipulation shall be in writing and shall be sufficiently given if  
4 delivered in person to the party or their counsel or if sent to the party without counsel  
5 by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight delivery  
6 addressed to the address of the party appearing in this Stipulation.

7           **10. Captions and Interpretations.** Section titles or captions contained  
8 herein are inserted as a matter of convenience and for reference only and in no way  
9 define, limit, extend, or describe the scope of this Stipulation or any provision thereof.

10           **11. Modification.** This Stipulation may not be changed, altered, or modified,  
11 except in writing signed by the Parties and approved by the Court. This Stipulation  
12 may not be discharged except by performance in accordance with its terms or by a  
13 writing signed by the Parties.

14           **12. Integration Clause.** This Stipulation contains the entire agreement  
15 between the Parties relating to the Settlement of the Action and the transactions  
16 contemplated thereby, and all prior or contemporaneous agreements, understandings,  
17 representations, and statements, whether oral or written, and whether by a party or such  
18 party's legal counsel, are hereby superseded. No rights under this Stipulation may be  
19 waived except in writing.

20           **13. Successors and Assigns.** This Stipulation shall be binding upon and  
21 inure to the benefit of the Settling Parties and their respective present and former heirs,  
22 trustees, executors, administrators, representatives, officers, directors, shareholders,  
23 agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants,  
24 pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries,  
25 affiliates, related companies, joint ventures, predecessors, successors, and assigns.

26           **14. Class Counsel Signatories.** Because the Class Members are so  
27 numerous, the Parties agree that it is impossible or impractical to have each Class  
28 Member sign this Stipulation. It is agreed that, for purposes of seeking approval of the

1 Class Settlement, this Stipulation may be executed on behalf of the Class by Class  
2 Counsel and the Class Representatives.

3 **15. Corporate Signatories.** Any person executing this Stipulation or any  
4 such related document on behalf of a corporate signatory hereby warrants and  
5 promises, for the benefit of all Parties hereto, that such person has been duly  
6 authorized by such corporation to execute this Stipulation or any such related  
7 document.

8 **16. Execution in Counterparts.** This Stipulation shall become effective  
9 upon its execution by all of the undersigned. The Settling Parties may execute this  
10 Stipulation in counterparts, and execution of counterparts shall have the same force and  
11 effect as if all Settling Parties had signed the same instrument.

12 **17. Attorney Fees, Costs, and Expenses.** Except as otherwise specifically  
13 provided for herein, each party shall bear his or its own attorney fees, costs and  
14 expenses, taxable or otherwise, incurred by them in or arising out of the Action and  
15 shall not seek reimbursement thereof from any other party to this Stipulation.


16 **IN WITNESS WHEREOF,** the Parties and their counsel have executed this  
17 Stipulation on the date below their signatures or the signature of their representatives.  
18 The date of the Stipulation shall be the date of the latest signature.

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20 **SIGNATURES ON NEXT PAGE**  
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**BARRETTE JASPER**

**C.R. ENGLAND, INC.**

  
Date: 2/18/14

By: \_\_\_\_\_

Printed Name and Title:

Date: \_\_\_\_\_

**DARRIN COOK**

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT**

**VAN VLECK TURNER & ZALLER LLP**    **SCOPELITIS, GARVIN, LIGHT,**  
**HANSON & FEARY, P.C.**

By: \_\_\_\_\_  
Brian Van Vleck

By: \_\_\_\_\_  
James H. Hanson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attorneys for Plaintiffs and the Class

Attorneys for Defendant

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**BARRETTE JASPER**

**C.R. ENGLAND, INC.**

\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Printed Name and Title:

Date: \_\_\_\_\_

**DARRIN COOK**

*Darrin M. Cook*

Date: 2-8-14

**APPROVED AS TO FORM AND CONTENT**

**VAN VLECK TURNER & ZALLER LLP SCOPELITIS, GARVIN, LIGHT,  
HANSON & FEARY, P.C.**

By: \_\_\_\_\_  
Brian Van Vleck

By: \_\_\_\_\_  
James H. Hanson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attorneys for Plaintiffs and the Class

Attorneys for Defendant

4843-2595-1766, v. 17-2595-1766, v. 14-2595-1766, v. 12

1 **BARRETTE JASPER**

**C.R. ENGLAND, INC.**

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3 \_\_\_\_\_  
4 Date: \_\_\_\_\_

By: \_\_\_\_\_

5 Printed Name and Title:


6 Date: \_\_\_\_\_

7 **DARRIN COOK**

8 \_\_\_\_\_  
9 Date: \_\_\_\_\_

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17 **APPROVED AS TO FORM AND CONTENT**

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19 VAN VLECK TURNER & ZALLER LLP SCOPELITIS, GARVIN, LIGHT,  
20 HANSON & FEARY, P.C.

21 By:   
22 Brian Van Vleck

By: \_\_\_\_\_  
James H. Hanson

23  
24 Date: 2-18-14

Date: \_\_\_\_\_

25 Attorneys for Plaintiffs and the Class

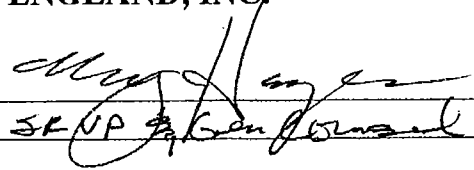
Attorneys for Defendant

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**BARRETTE JASPER**

**C.R. ENGLAND, INC./**

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Date: \_\_\_\_\_

By:   
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SEVP of General Counsel

Printed Name and Title:

Date: 2/3/14

**DARRIN COOK**

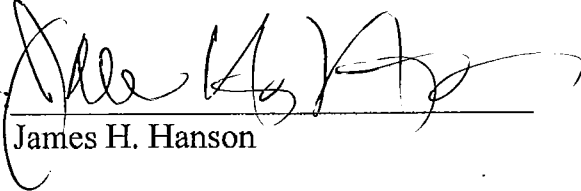
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**APPROVED AS TO FORM AND CONTENT**

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4843-2595-1766, v. 16-2595-1766, v. 14-2595-1766, v. 12