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Attorneys for Defendant,
DECKER TRUCK LINE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ROBERT THREADGILL, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

DECKER TRUCK LINE, INC., an Iowa
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVDS2018856

CLASS ACTION

DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC., IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT

1 I, Cassandra Polites declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned matter. I
6 am authorized to make this declaration on behalf of ILYM Group and myself. I have personal
7 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently
8 to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Settlement of Class and Representative Action* (referred to as “Notice Packet”); (b)
18 receiving and processing requests for exclusion; (c) resolving Settlement Class Members’ disputes
19 over the number of workweeks Defendant has record of them working during the Class Period,
20 which was pre-printed on their individualized Class Notice; (d) calculating individual settlement
21 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings
22 as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
23 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
24 the Settlement; (i) maintaining a website with a copy of this Notice Packet, the settlement
25 agreement, and motion papers; and (j) performing other tasks as the Parties mutually agree to
26 and/or the Court orders ILYM Group to perform.

27 4. On April 3, 2023, ILYM Group received the class data file from Counsel for
28 Defendant, which contained the name, social security number, last known mailing address, and the

1 dates of employment for each Class Member. The data file was uploaded to our database and
2 checked for duplicates and other possible discrepancies. The Class List contained 107 individuals
3 who worked 6,608 work weeks.

4 5. As part of the preparation for mailing, all 107 names and addresses contained in the
5 Class List were processed against the National Change of Address (“NCOA”) database,
6 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
7 the mailing addresses of the Class Members before mailing of the Notice Packet. The NCOA
8 contains requested change of addresses filed with the USPS. To the extent that an updated address
9 was found in the NCOA database, the updated address was used for the mailing of the Notice
10 Packet. To the extent that no updated address was found in the NCOA database, the original
11 address provided by Counsel for Defendant was used for the mailing of the Notice Packet.

12 6. On April 20, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
13 107 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
14 copy of the mailed Notice Packet.

15 7. As of the date of this declaration, 9 Notice Packets have been returned to our office
16 of which none returned with a forwarding address. ILYM Group performed a computerized skip
17 trace on the 9 returned Notice Packets in an effort to obtain an updated address for the purpose of
18 re-mailing the Notice Packet. As a result of ILYM Group’s skip tracing efforts, 5 updated addresses
19 were obtained and the Notice Packet was promptly re-mailed to those Settlement Class Members,
20 via U.S First Class Mail.

21 8. As of the date of this declaration, a total of 4 Notice Packets have been deemed
22 undeliverable. Specifically, 4 have been deemed undeliverable as no updated address was found
23 notwithstanding the skip tracing.

24 9. As of the date of this declaration, ILYM Group has not received any request for
25 exclusion from the Settlement. The deadline to request exclusion from the Settlement was May
26 20, 2023.

27 10. As of the date of this declaration, ILYM Group has not received any objections to
28 the Settlement. The deadline to file an objection to the Settlement was May 20, 2023.

1 11. The Net Settlement Amount available to Settlement Class Members is \$382,499.03
2 and was calculated by subtracting the requested attorneys' fees (\$233,333.33), the amount
3 allocated for litigation costs and expenses (\$18,667.64), the requested Enhancement Payment
4 (\$10,000.00), the requested Settlement Administration Costs (\$5,500.00), the PAGA Payment to
5 the LWDA (\$37,500.00), and PAGA Payments to Aggrieved Employees (\$12,500.00) from the
6 Gross Settlement Amount (\$700,000.00).

7 12. As of this date, there are 107 Participating Class Members (*i.e.*, Class Members
8 who did not submit requests for exclusion). Each Participating Class Member's share of the
9 settlement was determined by dividing the total Weeks Worked by all Settlement Class Members
10 into the Net Settlement Amount to determine a per "Workweek Value." The Workweek Value
11 will be multiplied by the number of Weeks Worked by each Settlement Class Member during the
12 Class Period to determine the "Individual Settlement Payment," prior to legal
13 deductions/withholdings, for each Settlement Class Member.

14 13. The Participating Class Members collectively worked a total of 6,608 Workweeks
15 during the Class Period, resulting in a value of \$57.88 per Workweek. The *highest* individual
16 settlement share to a Participating Class Member is approximately \$18,928.15, the *average*
17 individual settlement share to a Participating Class Member is approximately \$3,574.76.

18 14. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be
19 allocated to Aggrieved Employees regardless of whether they opt out of the class settlement.
20 Aggrieved Employees cannot opt out of the PAGA settlement. Each Aggrieved Employee's share
21 of the 25% portion of the PAGA Payment was determined by dividing their total Workweeks within
22 the PAGA Claim Period by the total Workweeks worked by all Aggrieved Employees within the
23 PAGA Claim Period. That fraction was then multiplied by the 25% portion of the PAGA Payment
24 to arrive at Aggrieved Employees' individual share.

25 15. The Aggrieved Employees collectively worked a total of 4,206 Workweeks during
26 the PAGA Period, resulting in a value of \$2.97 per Workweek. The *highest* individual PAGA share
27 to an Aggrieved Employee is approximately \$540.89, the *average* individual PAGA share is
28 approximately \$181.16.

1 .
2 16. ILYM Group's total fees and costs for services in connection with the administration
3 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
4 costs for completion of the settlement administration, are \$5,500.00. ILYM Group's work in
5 connection with this matter will continue with the calculation of the settlement award payments,
6 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
7 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
8 Group to perform.

9
10 I declare under penalty of perjury under the laws of the State of California and the United
11 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
12 was executed this 30th day of May 2023, at Tustin, California.

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16 CASSANDRA POLITES
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EXHIBIT “A”

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Robert Threadgill v. Decker Truck Line, Inc.
Superior Court of the State of California, County of San Bernardino
Case No. CIVSD2018865

To: All current and former truck drivers who resided in California and were employed by Decker Truck Line, Inc. (“Decker”) at any time between August 6, 2016 and November 12, 2022 (the “Class”):

THIS NOTICE is of a proposed settlement of the above-referenced class action and representative action lawsuit (the “Lawsuit”), and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this Lawsuit. The Court will conduct a hearing on July 24, 2023, to address whether the proposed Settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class and representative action settlement contained in the Settlement Agreement.

As described in further detail below, the proposed Settlement has two main components: (1) a settlement of Class Claims requiring Decker to pay Individual Settlement Payments to Participating Class Members; and (2) a settlement of PAGA Claims requiring Decker to pay PAGA Penalties to Aggrieved Employees and the California Labor and Workforce Development Agency.

You have been identified as a Class Member and/or Aggrieved Employee in the above Lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately \$<<MERGED_ClassAward>> as your share of the Settlement should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share may be more or less than this estimate. Your estimate is based on the number of eligible weeks during which you drove a truck for Decker while residing in California between August 6, 2016, and November 12, 2022 (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives Final Approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the released class and PAGA claims described in Section IV under the provisions titled “Release of Class Claims” and “Release of PAGA Claims.”
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by May 20, 2023 (see Section V(B) for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) neither receive any settlement payment for the Class Claims nor release any Class Claims as set forth in Section IV, and (2) be barred from filing an objection to the settlement. If eligible, you still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties. You cannot opt-out of the settlement of the PAGA Claims.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an objection by May 20, 2023 (see Section V(C) for more details on how to object).
DISPUTE YOUR NUMBER OF WORKWEEKS CREDITED	If you believe that the number of weeks that you are credited with working during the Class Period and/or PAGA Period is incorrect, you may submit a written dispute to the Settlement Administrator (see Section IV for more details on how to dispute your credited Weeks Worked). Weeks Worked are based on your hire dates and, where applicable, re-hire date(s) and separation date(s). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Workweek calculation is inaccurate.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Threadgill v. Decker Truck Line, Inc.*, Superior Court of California, County of San Bernardino, Case No. CIVSD2018856 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Decker’s records show that you were employed as a truck driver while residing in California at some point between August 6, 2016, and November 12, 2022 (the “Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Decker as a truck driver and resided in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On August 6, 2020, Plaintiff and Class Representative Robert Threadgill (“Plaintiff” or “Class Representative”), through his attorneys (“Class Counsel”), filed a class action and representative action complaint against Decker for alleged wage and hour violations on behalf of all current and former truck drivers who were employed by Decker and resided in California at any time since August 6, 2016. The Lawsuit alleges that Decker violated various California Labor Code sections by failing to pay all required minimum wages, failing to pay for rest and recovery periods and all nonproductive time under California Labor Code § 226.2, failing to reimburse for business expenses, failing to timely pay final wages, and failing to provide accurate and complete wage statements during the Class Period. The Lawsuit also seeks equitable relief under California’s Unfair Competition Law, California Business and Professions Code §§ 17200 *et seq.* All of these claims are called the “Class Claims.” The Lawsuit also seeks, on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees, civil penalties pursuant to PAGA as a representative action. The civil penalty claims are called “PAGA Claims” and the relevant period for PAGA Claims is August 6, 2019, through November 12, 2022 (the “PAGA Period”).

Decker has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Decker is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action and/or a representative action. Decker has agreed to settle the case as part of a compromise with Plaintiff, Participating Class Members, and Aggrieved Employees.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Decker and Plaintiff (collectively, the “Parties”) have concluded that it is in their respective best interests, and the interests of the Settlement Class and Aggrieved Employees, to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm’s length mediation with a respected and experienced mediator. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Decker, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Decker, this proposed Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Decker will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate.

III. Who are the attorneys representing the Parties?

Attorneys for Plaintiff and Class Members:	Attorneys for Defendant:
Brian Mankin <i>brian@LMLfirm.com</i> Peter Carlson <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 4590 Allstate Drive Riverside, CA 92501 Tel: (951) 320-1444	Katherine C. Den Bleyker <i>Katherine.DenBleyker@lewisbrisbois.com</i> William B. Richards, Jr. <i>William.Richards@lewisbrisbois.com</i> Lewis Brisbois Bisgaard & Smith LLP 633 West 5th Street, Suite 4000 Los Angeles, CA 90071 Tel: (213) 250-1800

IV. What are the terms of the Settlement?

On March 27, 2023, the Court certified a class, for settlement purposes only, of all current and former truck drivers who resided in California and who were employed by Decker at any time from August 6, 2016 through November 12, 2022 (the “Settlement Class” or “Class Members”), and approved a representative PAGA group comprised of all current and former truck drivers who resided in California and who were employed by Decker at any time from August 6, 2019 through November 12, 2022 (“Aggrieved Employees”). Individuals who do not opt-out of the Settlement with respect to the Class Claims, pursuant to the procedures set forth in this Notice, will become “Participating Class Members” and will be mailed Individual Settlement Payment checks, and in exchange will be bound by the Settlement and release of the Class Claims against the Released Parties. Individuals may not opt-out of the Settlement with respect to the PAGA Claims. Aggrieved Employees who opt-out of the Settlement with respect to the Class Claims will still be mailed their PAGA Penalty payment checks, and in exchange will be bound by the Settlement and release of the PAGA Claims against the Released Parties.

Without admitting any wrongdoing, Decker has agreed to pay \$700,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$5,500.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

<u>Settlement Administrator</u>
ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781 Telephone: (888) 250-6810

PAGA Penalties to Aggrieved Employees and the California Labor Workforce and Development Agency. The California Private Attorneys General Act (“PAGA”) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged violations of the California Labor Code and California Industrial Welfare Commission Wage Orders. Under the Settlement, \$50,000 of the Gross Settlement Amount will be allocated to Plaintiff’s PAGA Claims. Of this amount, \$37,500 (75%) will be paid to the California Labor and Workforce Development Agency (“LWDA”) in satisfaction of the claims for civil penalties under PAGA, and the remaining \$12,500 (25%) will be divided between all Aggrieved Employees based on the number of Weeks Worked during the PAGA Period. Aggrieved Employees includes “all current and former truck drivers who resided in California and who were employed by Decker at any time during the PAGA Period.” You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid to pursuant to PAGA. Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the \$12,500 allocation:

Do you Qualify as an Aggrieved Employee?	Weeks Worked as an Aggrieved Employee	Your Share of PAGA Penalties
YES/NO	<<MERGED_PAGAWW>>	\$<<MERGED_PAGAAward>>

Service Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative a Service Payment in the amount of \$10,000 to compensate him for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also will receive his individual share of the Settlement as a Class Member and Aggrieved Employee.

Attorneys' Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members and Aggrieved Employees are not personally responsible for any of Class Counsel's attorneys' fees or costs. Class Counsel will ask for fees of one-third (\$233,333.33) of the common fund Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Gross Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$381,166.67. Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of calendar weeks during which a Settlement Class Member was employed by Decker as a truck driver (the "Weeks Worked" or "Workweeks"). Weeks Worked are based on the Settlement Class Member's hire date and, where applicable, re-hire date(s) and separation date(s). Specific calculations of Individual Settlement Payments will be made as follows: the Settlement Administrator will divide the total Weeks Worked by all Settlement Class Members into the Net Settlement Amount to determine a per "Workweek Value." The Workweek Value will be multiplied by the number Weeks Worked by each Settlement Class Member during the Class Period to determine the "Individual Settlement Payment," prior to legal deductions/withholdings, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out). Review the information below to determine your share as a Class Member:

Workweeks Worked as a Class Member During the Class Period	Your Estimated Share of the Net Settlement Amount
<<MERGED_ClassWW>>	\$<<MERGED_ClassAward>>

Disputes to Workweeks Credited. For each Settlement Class Member, the Weeks Worked at Decker during the Class Period will be calculated from Decker's records. If you disagree with the numbers reported above, you may submit evidence to the Settlement Administrator on or before May 20, 2023, with documentation to establish the number of Weeks Worked you claim to have actually worked for Decker as a truck driver between August 6, 2016 and November 12, 2022. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and discuss in good faith how many Weeks Worked should be credited to each Settlement Class Member.

Payments to Participating Class Members. After the Court grants Final Approval of the Settlement and after Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. For those Aggrieved Employees who requested to be excluded from the settlement of the Class Claims, their settlement checks will be for their share of PAGA Penalties only for release of the PAGA Claims, and they will not include any payment for settlement of the Class Claims. Participating Class Members and Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member or Aggrieved Employee fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member or Aggrieved Employee, so that the Participating Class Member or Aggrieved Employee can attempt to collect the funds at a later date.

Allocation and Taxes. One-third (33.34%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting), one-third (33.33%) will be considered and reported as penalties (Form 1099 reporting), and one-third (33.33%) will be considered and reported as interest (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Payments for PAGA Claims shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Participating Class Members and Aggrieved Employees are responsible for the proper income tax treatment of the Individual Settlement Payments and their PAGA Penalty payments for PAGA Claims. The Settlement Administrator, Decker and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments or PAGA Penalty payments for PAGA Claims. Participating Class Members and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments and PAGA Penalty payments for PAGA Claims. Accordingly, Participating Class Members and Aggrieved Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release of Class Claims. Upon the final approval of the Settlement by the Court and Decker's funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a valid opt-out/request for exclusion will fully release and discharge Decker and their past and present officers, directors, shareholders, members, partners, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective parent corporations, subsidiaries, divisions, affiliates, attorneys, predecessors, successors and assigns (the "Released Parties") from all claims stated in the operative complaint and those based solely upon the facts in the complaint, including: (a) failure to pay minimum wages, (b) failure to pay for rest and recovery periods under California Labor Code § 226.2, (c) failure to reimburse business expenses, (d) failure to timely pay wages upon separation of employment, (e) failure to provide accurate itemized wage statements, (f) unfair and unlawful competition, and (g) all other claims that reasonably could have arisen out of the allegations made and based on the facts alleged in the operative complaint. These released claims and damages are hereinafter referred to as the "Released Class Claims." The time period governing these Released Class Claims shall be at any time from August 6, 2016 through November 12, 2022 (the "Class Period").

Release of PAGA Claims. Also upon the Court's final approval of the Settlement and Decker's funding of the Gross Settlement Amount, Plaintiff—in his individual capacity and on behalf of the State of California and the LWDA—and all Aggrieved Employees shall completely release and discharge the Released Parties of all PAGA claims that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the operative complaint and in the relevant LWDA notice letter, including all PAGA claims seeking civil penalties premised upon: (a) failure to pay minimum wages, (b) failure to pay for rest and recovery periods under California Labor Code § 226.2, (c) failure to reimburse business expenses, (d) failure to timely pay wages each period, (e) failure to timely pay wages upon separation of employment, (f) failure to provide accurate itemized wage statements, and (g) all other claims for civil penalties recoverable under the PAGA, California Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the operative complaint. These released claims and penalties are hereinafter referred to as the "PAGA Released Claims." The time period governing the PAGA Released Claims shall be any time from August 6, 2019 to November 12, 2022 (the "PAGA Period").

Waiver of Labor Code Section 206.5(e). Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section 206.5 of the Labor Code provides in pertinent part as follows:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."

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

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement of the Class Claims by following the exclusion procedure set forth below. If you disagree with the number of Work Weeks credited, as described in

this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

- B. Exclude Yourself from the Class Claims in the Settlement.** If you do not wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Claims in the Class Action Settlement” letter/card postmarked no later than May 20, 2023 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE DECKER TRUCK LINE LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, ILYM Group P.O. Box 2031 Tustin, CA 92781 postmarked no later than May 20, 2023. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the Class Claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this Settlement with respect to the release of the PAGA Claims.

- C. Object to Class Settlement.** You also have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Claims portion of the Settlement, you must submit a written objection stating your full name, your address, your telephone number, the last four digits of your social security number or your date of birth, your dates of employment at Decker, the case name and number, the name and address of your attorney(s) if you are represented, your signature, and each specific reason in support of your objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, ILYM Group P.O. Box 2031 Tustin, CA 92781 by no later than May 20, 2023. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. You need not object to the Settlement if you only dispute the number of Weeks Worked. To dispute the number of Weeks Worked, please refer to the directions provided under the provision entitled “Calculation of Individual Settlement Payments to Class Members” in Section IV of this Notice.

If you choose to object to the Class Claims portion of the Settlement, you may also appear at the Final Approval Hearing scheduled for July 24, 2023, at 10:00 a.m. in Department S26 of the Superior Court of California, County of San Bernardino, located at 247 West Third Street, San Bernardino, CA 92415. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before May 20, 2023. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Class Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

- D. Dispute Work Weeks Credited.** As discussed in Section IV, you may dispute the number of Weeks Worked if you believe the number credited is inaccurate.

VI. What is the effect of the Settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Decker in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the class claims in this Lawsuit, described above in Section IV under the provision titled “Release of Class Claims.” All Aggrieved Employees will be deemed to have entered

into a release of the PAGA Claims, described above in Section IV under the provision titled “Release of PAGA Claims.” If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, the Class Counsel’s request for attorneys’ fees and reimbursement of documented litigation costs, and the Service Payment to the Class Representative on July 24, 2023, at 10:00 a.m. in Department S26 of the Superior Court of California, County of San Bernardino, located at 247 West Third Street, San Bernardino, CA 92415.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court’s files and the Class Action and PAGA Settlement Agreement at the Office of the Clerk, Superior Court of California, County of San Bernardino, located at 247 West Third Street, San Bernardino, CA 92415, during regular court hours. You may also contact the Settlement Administrator using the contact information listed above under Section IV for more information.

IX. Reminder as to time limits

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion from the Class Claims is May 20, 2023. The deadline for mailing an objection to the Settlement Administrator is May 20, 2023.

These deadlines will be strictly enforced. To be considered timely, any Requests for Exclusion and objections to the Settlement must be postmarked by the above-stated deadlines. Any Requests for Exclusion and objections to the Settlement that are not postmarked on or before these deadlines will be deemed untimely and disregarded.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**