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of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

KENNETH KERNITZKI individually and on
behalf of all others similarly situated,

Plaintiff,

v.

QUALITY CAR SHIPPERS, LLC, a California
limited liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No. CVRI2100564

[Assigned to Harold W. Hopp, Department 10]

Complex Class Action

**[PROPOSED] ORDER RE MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT; EXHIBITS**

Date: May 2, 2023

Time: 8:30 AM

Dept: 10

Complaint filed: February 5, 2021

Trial date: None set

[PROPOSED] ORDER

Plaintiff's Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement ("Motion") came on for hearing before this Court on May 2, 2023, at 8:30 a.m. Having considered the Motion and all supporting documents thereto, including the Class Action and PAGA Settlement Agreement ("Settlement" or "Agreement") attached as Exhibit 1 to the Declaration of Greg Taylor and the Notice of Class Action & PAGA Settlement ("Class Notice") attached as Exhibit A to the Agreement, and for good cause shown, the Court hereby **ORDERS** as follows:

1. The Court **GRANTS** preliminary approval of the Settlement as set forth in the Agreement and finds the terms to be within the range of fairness, adequacy, and reasonableness of a settlement that ultimately could be granted final approval by the Court at the final approval hearing ("Final Approval Hearing"). All terms herein shall have the same meaning as defined in the Agreement, unless otherwise indicated. For purposes of settlement only, the Court finds that the proposed Class is ascertainable and presents a sufficiently well-defined community of interest in questions of law and fact. Therefore, the Court grants conditional certification of the Class defined as follows:

All current and former drivers, classified by Defendant as independent contractors, who hauled for Defendant at any time during the Class Period, from February 5, 2017, through the date Plaintiff filed the motion for preliminary approval of the Settlement.

2. For settlement purposes only, the Court designates Named Plaintiff Kenneth Kernitzki ("Plaintiff") as class representative.

3. For settlement purposes only, the Court appoints Taras Kick and Greg Taylor of The Kick Law Firm, APC as Class Counsel.

4. The Court appoints Simpluris, Inc. as the Settlement Administrator.

5. A Final Approval Hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate to Plaintiff and the Class is scheduled in Department 10 of the Riverside County Historic Courthouse located at 4050 Main Street, Riverside, CA 92501, on May 2, 2023, at 8:30 a.m.

6. At the Final Approval Hearing, the Court will consider among other things: (a) whether the Settlement should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment

granting final approval of the Settlement should be entered; and (c) whether Named Plaintiff's application for a Service Award and an award of attorneys' fees and costs to Class Counsel should be granted.

7. Class Counsel shall file memoranda, declarations, or other statements and materials in support of their request for final approval and an award of attorneys' fees and costs at least sixteen (16) court days before the Final Approval Hearing.

8. The Court approves, as to form and content, the Class Notice attached hereto as **Exhibit A**. The Court also approves, as to form and content, the Objection Form attached hereto as **Exhibit B** and the Exclusion Form attached hereto as **Exhibit C**. The Objection Form and Exclusion Form shall be distributed to Class members along with the Class Notice.

9. The Court finds that the forms of notice to the Class regarding the pendency of the action and of the proposed Settlement and the methods of giving notice to the Class constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all Class members. The Class Notice fully complies with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court, Rules 3.766 and 3.769, the California and United States Constitutions and other applicable law.

10. The Court further approves the procedures, as set forth in the Agreement and the Class Notice, for Class members to opt out of or object to the proposed Settlement or to dispute the number of workdays during the Class Period credited to them by the Settlement Administrator.

11. The Parties are ordered to carry out the proposed Settlement according to the terms of the Agreement. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement that are not materially inconsistent with either this Order or the terms of the Agreement. The Settlement Administrator is ordered to carry out its Administrator Duties as set forth in the Settlement and in this Order.

12. As required by this Court's Case Management Order, a declaration from the Settlement Administrator shall be filed concurrently with the filing of Plaintiff's motion for final approval, authenticating a copy of every exclusion form received by the Settlement Administrator.

13. Pending the Final Approval Hearing, all proceedings in the action, other than those necessary to carry out or enforce the terms and conditions of the Agreement and this Order, are stayed.

14. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Last day for Defendant to provide Class Data Information to Settlement Administrator.	May 17, 2023
Last day for Settlement Administrator to initiate mailing Class Notice to Class members (“Notice Date”).	May 31, 2023
Last day for Class Counsel to file Motion for Final Approval.	June 30, 2023
Last day for Class members to mail Objections, Exclusion Requests, or Workweek/PAGA Pay Period Disputes to the Settlement Administrator (“Response Deadline”).	July 15, 2023
Last day for Parties to respond to objections	July 18, 2023
Final Approval Hearing.	July 25, 2023, at _____ a.m./p.m.
Last day to file Final Accounting	March 1, 2024

15. The Final Approval Hearing and related deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

Dated: _____

THE HONORABLE HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION & PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

(Kernitzki v. Quality Car Shippers, LLC, Riverside Superior Court Case No.
CVRI2100564)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Quality Car Shippers, LLC, a California Limited Liability Company (hereinafter referred to as "QCS" or "Defendant") for alleged wage and hour violations. The Action was filed by former QCS employee Kenneth Kernitzki ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all current and former drivers, classified by Defendant as independent contractors, who hauled for Defendant at any time during the Class Period ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Class Members who worked for QCS during the PAGA Period ("Aggrieved Employees"). The Class Period is from February 5, 2017 through <<PA filing date>>. The PAGA Period is from September 11, 2019 through <<PA filing date>>.

The proposed Settlement has two main parts: (1) a Class Settlement requiring QCS to fund Individual Class Payments, and (2) a PAGA Settlement requiring QCS to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on QCS's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$** [redacted] **(less withholding) and your Individual PAGA Payment is estimated to be \$** [redacted]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to QCS's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on QCS's records showing that **you worked** [redacted] **workweeks** during the Class Period and **you worked** [redacted] **workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires QCS to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against QCS.

If you worked for QCS during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against QCS.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against QCS, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

QCS will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against QCS that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [RESPONSE DEADLINE]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. QCS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [RESPONSE DEADLINE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on []. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [RESPONSE DEADLINE]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to QCS’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [RESPONSE DEADLINE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of QCS. The Action accuses QCS of violating California labor laws by failing to pay minimum wages, wages due upon separation, and reimbursable expenses and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: The Kick Law Firm, APC (“Class Counsel”).

QCS strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether QCS or Plaintiff is correct on the merits. In the meantime, Plaintiff and QCS through counsel negotiated over several weeks to resolve the Action by voluntary agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and QCS have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, QCS does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) QCS has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. QCS Will Pay \$450,000 as the Gross Settlement Amount (“Gross Settlement”). QCS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, QCS will fund the Gross Settlement within 20 days following final approval of the settlement by the Superior Court or June 14, 2023, whichever is later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to one-third (33⅓%) of the Gross Settlement, which is currently estimated to be \$150,000 to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other

than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- iii. Up to \$7,000 to the Administrator for services administering the Settlement.
- iv. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiff and QCS are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and QCS have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies represented by your check will be irrevocably lost to you because they will be paid to non-profit organizations ("Cy Pres Recipients").
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [RESPONSE DEADLINE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against QCS.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against QCS based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and QCS have agreed that, in either case, the Settlement will be void: QCS will not pay any money and Class Members will not release any claims against QCS.
- H. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and QCS has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against QCS or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section 5.4 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and QCS has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against QCS, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against QCS or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in QCS's records, are stated in the first page of this Notice. You have until **[RESPONSE DEADLINE]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept QCS's calculation of Workweeks and/or Pay Periods based on QCS's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class

Counsel (who will advocate on behalf of Participating Class Members) and QCS's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Kernitzki v. Quality Car Shippers, LLC*, Riverside Superior Court Case No. CVRI2100564, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [RESPONSE DEADLINE], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and QCS are asking the Court to approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view

them on the Administrator's Website (url) or the Court's website at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [RESPONSE DEADLINE]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Kernitzki v. Quality Car Shippers, LLC*, Riverside Superior Court Case No. CVRI2100564 and include your name, current address, telephone number, and approximate dates of employment for QCS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on (date) at (time) in Department 10 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the department's Zoom link, which can be accessed through the Riverside Superior Court's website at <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything QCS and Plaintiff have promised to do under the proposed Class Action and PAGA Settlement Agreement ("Agreement"). The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Simpluris' website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Riverside County Superior Court website by going to <https://epublic-access.riverside.courts.ca.gov/public-portal/> and searching the Case

Number for the Action, Case No. CVRI2100564. The Agreement was filed with the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501, on [preliminary approval filing date] as Exhibit 1 to the Declaration of Greg Taylor in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Representative Action Settlement.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT**

Class Counsel:

Name of Attorney: Taras Kick

Email Address: taras@kicklawfirm.com

Name of Firm: The Kick Law Firm, APC

Mailing Address: 815 Moraga Drive, Los Angeles, CA 90049

Telephone: (310) 395-2988

Settlement Administrator:

Name of Company: Simpluris, Inc.

Email Address: CaseSupport@Simpluris.com

Mailing Address: P.O. Box 26170 Santa Ana, CA 92799

Telephone: (888) 369-3780

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit B

OBJECTION FORM

KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC
(Riverside County Superior Court, Case Number CVRI2100564)

TO OBJECT TO THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND RETURN THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE], TO THE SETTLEMENT ADMINISTRATOR AT THE BELOW ADDRESS:

Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3780
Fax: (714) 824-8591

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] _____

[FORMER NAMES (IF ANY)] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED SETTLEMENT.

I object to the settlement for the following reasons:

(Attach additional pages if necessary.)

Signed on _____, 2023

Signature: _____

Exhibit C

REQUEST FOR EXCLUSION FORM

KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC
(Riverside County Superior Court, Case Number CVRI2100564)

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE CLASS ACTION KNOWN AS *KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC* (Riverside County Superior Court, Case Number CVRI2100564).

IF YOU OPT OUT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS SETTLEMENT AMOUNT. HOWEVER, EXCLUSION FROM THE CLASS SETTLEMENT WILL NOT RESULT IN EXCLUSION FROM THE PAGA SETTLEMENT.

I confirm that I drove for Quality Car Shippers, LLC for some portion or all of the period beginning on February 5, 2017, and ending on [PRELIMINARY APPROVAL FILING DATE].

I do not wish to receive any class payment under the terms of the proposed class action settlement or to otherwise participate in the proposed class settlement.

Date: _____

Signature: _____

Print Name: _____

Last Four Digits of Social Security Number or Tax ID Number: _____

Residence Street Address: _____

City, State, and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, AND MAILED BY FIRST CLASS MAIL AND POSTMARKED ON OR BEFORE [RESPONSE DEADLINE].

Send this signed Request for Exclusion Form to the Settlement Administrator:

Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
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