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JOSE AGUILAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE AGUILAR, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KNE, LLC, a California limited liability
company, dba H2O LOGISTICS; and DOES 1
through 100,

Defendants.

Case No.: 20STCV05676

*[Assigned for All Purposes to Hon. Kenneth R.
Freeman, SSC-14]*

**DECLARATION OF ELIZABETH
KRUCKENBERG ON BEHALF OF
PHOENIX SETTLEMENT
ADMINISTRATORS WITH RESPECT TO
OPT OUTS AND OBJECTIONS
RECEIVED**

Date: September 16, 2021
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: February 13, 2020
Trial Date: None Set

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I, ELIZABETH KRUCKENBERG, declare as follows:

1. I am employed by Phoenix Settlement Administrators (“PSA”), the court appointed class action settlement administrator, as Case Manager for *Jose Aguilar v. KNE, LLC dba H2O Logistics* and have personal knowledge of the facts set forth in this Declaration, and if called as a witness, could and would testify competently thereto.

2. PSA has extensive experience in class action matters, having provided services in class action settlements involving employment discrimination, employment wage and hour, insurance and consumer issues. PSA specializes in pre-settlement consultation, data management, legal notification, call center support, settlement processing and tax reporting.

3. PSA was selected by the Parties and approved by the Court to provide notice of the settlement and processing services in this action. In this capacity, PSA was charged with: a) preparing, printing and providing to Settlement Class members the *Notice of Pendency of Class Action and Proposed Settlement* and *Notice of Settlement Award*, hereinafter referred to as “Notice Packet”; b) processing undeliverable mail and locating updated addresses for Settlement Class members; c) establishing a toll-free number to assist and address any questions from members of the settlement class; d) receiving and reporting any Requests for Exclusion and Objections submitted by Settlement Class members; e) administering disputes by Settlement Class members; f) providing weekly reports to the Parties; g) establishing and administering a qualified settlement fund to disburse all settlement payments; h) calculating Individual Settlement Payments for each Settlement Class member; i) issuing and distributing Class Counsel’s fees and costs, the Named Plaintiff’s Service Award, the LWDA payment and Settlement Payments to Settlement Class members; j) calculating and remitting all amounts due to the appropriate federal, state, and local tax authorities; k) receiving and reviewing other communications about the Settlement; l) filing any required reports with the Court; and m) performing any additional tasks requested by the Parties.

1 4. PSA received the Court-approved text for the Notice Packet from Plaintiff's
2 Counsel on May 6, 2021

3 5. PSA prepared a draft of the mailing to the Settlement Class members. The mailing
4 consisted of a seven (7) page Notice Packet in English. Attached hereto as **Exhibit A** is a true
5 and correct copy of the Notice Packet that was mailed to Settlement Class members. PSA
6 received approval from the Parties and a sufficient number of each were printed according to the
7 anticipated class size.

8 6. On May 10, 2021, PSA received data files from Defense Counsel containing the
9 names, last known addresses, social security numbers, dates of employment, and the number of
10 pay periods worked as a non-exempt employee by each Settlement Class member while employed
11 during the Class Period and PAGA Period.

12 7. On May 21, 2021, PSA conducted a National Change of Address ("NCOA")
13 search in an attempt to update the class list of addresses as accurately as possible, for all
14 Settlement Class members. A search of this database provided updated addresses for any
15 individual who had moved in the previous four (4) years and notified the U.S. Postal Service of
16 their change of address.

17 8. The Notice Packets were enclosed in envelopes with the names and last known
18 addresses printed on them. On May 21, 2021, the Notice Packets were mailed by U.S. first class
19 mail to thirty-one (31) Settlement Class members. The deadline to submit disputes, requests for
20 exclusion or objections was July 5, 2021.

21 9. As of the date of this declaration, three (3) Notice Packets were returned to our
22 office by the Post Office, none of which had a forwarding address. PSA performed a Skip Trace
23 on all returned mail with no forwarding address in an attempt to locate a better address using
24 TransUnion TLOxp, one of the most comprehensive databases available. It utilizes hundreds of
25 different databases supplied by credit reporting agencies, public records and a variety of other
26 national databases.

10. As of the date of this declaration, zero (0) of the Settlement Class members contacted Phoenix requesting another Notice Packet to be mailed to them.

11. As of the date of this declaration, three (3) Notice Packets were re-mailed during the response period as a result of locating a better address after Skip Trace.

12. As of the date of this declaration, there are zero (0) undeliverable Notice Packets as no forwarding address was provided and no new address was obtained through skip trace.

13. As of the date of this declaration, PSA has received zero (0) requests for exclusion. Therefore, as of the date of this declaration, the participation rate amongst the Settlement Class members is 100%.

14. As of the date of this declaration, there are no outstanding disputes. Nor were any disputes submitted from Settlement Class members.

15. As of the date of this declaration, PSA has not received any objections to the Settlement.

16. Pursuant to the terms of the Settlement Agreement, Settlement Class members will receive a portion of the Net Settlement Amount based on the number of pay periods Settlement Class members were employed during the Class Period. As of the date of this declaration, the estimated Net Settlement Amount available to the Settlement Class members is as follows:

Gross Settlement Amount ("GSA"):	\$100,000.00
Minus Court-approved attorneys' fees (1/3 of GSA):	\$33,333.33
Minus Court-approved, verified costs:	\$4,732.78
Minus Court-approved Class Representative Service Award:	\$5,000.00
Minus Settlement Administration Costs:	\$3,500.00
Minus PAGA Payment to LWDA:	\$7,500.00
Net Settlement Amount ("NSA"):	\$45,933.89

17. Additionally, \$2,500 of the Gross Settlement Amount has been designated as the "PAGA Amount" which shall be distributed to the Settlement Class members who worked during the time period of February 13, 2019 through May 6, 2021. There are twenty-two (22) Settlement

1 Class Members who worked during the time period February 13, 2019 through May 6, 2021 and
2 the average PAGA Payment to these individuals is \$113.64.

3 18. Pursuant to the terms of the Settlement Agreement, Defendant will pay the
4 employer's share of payroll taxes separately from, and in addition to the Gross Settlement Amount.

5 19. As of the date of this declaration, the estimated average settlement payment to each
6 Settlement Class member is \$1,481.74. The estimated median settlement payment to Settlement
7 Class members is \$1,193.35. The lowest estimated settlement payment is \$83.73, and the highest
8 estimated settlement payment is \$3,561.72, without applicable taxes, withholdings, and employee
9 garnishments.

10 20. PSA will charge a total of \$3,500.00 in costs associated with the administration of
11 the Settlement. This includes all costs incurred to date, as well as estimated costs involved in
12 completing the Settlement.

13 I declare under penalty of perjury under the laws of the United States and state of
14 California that the foregoing is true and correct.

15 Executed on August 6, 2021, at Fullerton, California.

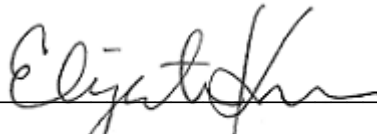
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17 _____
18 Elizabeth Kruckenberg

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSE AGUILAR,

Plaintiff,

vs.

KNE, LLC DBA H2O LOGISTICS, a California
corporation; and Does 1 through 100,

Defendants.

Case No. 20STCV05676

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendant KNE, LLC dba H2O Logistics who worked in California at least one (1) day at any time from February 13, 2016 through the May 6, 2021. Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Jose Aguilar v. KNE, LLC dba H2O Logistics*, Case No. 20STCV05676 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant’s records show that you were employed by KNE, LLC dba H2O Logistics (“H2O” or “Defendant”) as a non-exempt employee in California for at least one (1) day at any time between February 13, 2016 and May 6, 2021. For purposes of this Settlement Agreement, the “Class Period” shall mean the time period of February 13, 2016 through May 6, 2021.

The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Jose Aguilar (“Plaintiff”) brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Defendant in California at any time beginning February 13, 2016. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that Defendant failed to pay Settlement Class members all minimum wages, failed to pay Settlement Class Members all overtime wages, and unlawfully deducted from earned wages. Additionally, the Lawsuit alleges that Defendant failed to provide all meal periods and failed to authorize and permit all rest periods. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendant failed to provide accurate, itemized wage statements, failed to pay all wages upon termination of employment, engaged in unfair business practices and is liable for civil penalties under the California Labor Code Private Attorney General Act (“PAGA”).

Defendant denies that it has done anything wrong. Defendant further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interests and the interests of Settlement Class members to settle the

Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

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

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendant KNE, LLC dba H2O Logistics.: LAW OFFICES OF CHOI & ASSOCIATES Edward W. Choi edward.choi@choiandassociates.com 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Tel: (213) 381-1515 Fax: (213) 465-4885 www.choiandassociates.com DIVERSITY LAW GROUP Larry W. Lee lwlee@diversitylaw.com 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Tel: (213) 488-6555 Fax: (213) 488-6554 www.diversitylaw.com
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What are the terms of the Settlement?

On May 6, 2021, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees of Defendant KNE, LLC dba H2O Logistics who worked in California at least one (1) day at any time from February 13, 2016 through the May 6, 2021. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$100,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency ("LWDA"), settlement administration costs, and the Class Representative's Service Award. Defendant's share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$3,500.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members 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. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$33,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount of \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$10,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or \$7,500.00 will be payable to the LWDA, and the remaining twenty-five percent (25%), or \$2,500.00, will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$35,666.67, to be shared among an estimated 31 Settlement Class members. The NSA will be divided as follows:

- (i) The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of pay periods worked as a non-exempt employee during the Class Period, the numerator of which is the Settlement Class member's total pay periods worked as a non-exempt employee during the Class Period, and the denominator of which is the total pay periods worked as non-exempt employees by all Settlement Class members (who do not opt out) who worked during the Class Period.
- (ii) Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each Settlement Class member who was employed by Defendant at any time from February 13, 2019 to May 6, 2021 (the "PAGA Period") of this Settlement shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked as a non-exempt employee during this time period. Each Settlement Class member who worked during this time period shall receive a portion of the PAGA Amount, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class members' number of pay periods worked as a non-exempt employee during this time period, and the denominator of which is the total number of pay periods worked by all Settlement Class members as non-exempt employees during this time period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

Payment by Defendant of Gross Settlement Amount. With the exception of the Settlement Administrator's fees, if required by the Settlement Administrator, the Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class members. Defendant agrees to deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the "Effective Date" which is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members.

Each member of the Settlement Class who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members who checks were not cashed within 180 days after mailing will escheat to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: 67% as penalties and interest; and 33% as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely release and discharge Defendant, and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), from all claims, demands, rights, liabilities and causes of action that were pled in the operative Complaint in the Action, or which could have been pled in the operative Complaint in the Action based on the factual allegations therein, that arose during the Class Period including but not limited to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods or leaving the facility for rest breaks, or premium pay for non-complaint rest periods; (e) failure to provide accurate, itemized wage statements; (f) failure to timely pay wages upon separation of employment; (g) unlawful deductions from wages; and (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees will release the Release Parties from all claims, demands, rights, liabilities and causes of action for penalties under California Labor Code Private Attorneys General Act of 2004 against the Released Parties based on (as alleged in the letter to the Labor & Workforce Development Agency (“LWDA”) February 28, 2020 and the operative Complaint for: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods or leaving the facility for rest breaks, or premium pay for non-complaint rest periods; (e) failure to provide accurate, itemized wage statements; (f) failure to timely pay wages upon separation of employment; (g) unlawful deductions from wages (collectively, “PAGA Released Claims”).

The time period of the PAGA Released Claims is defined as the time period of February 13, 2019 through May 6, 2021 (“PAGA Period”).

The Parties acknowledge that under the release, the right of the LWDA to investigate the released PAGA claims is not released, but Released Claims do include any claims for penalties by a Class Member as a result of any such LWDA investigation, and Class Members are waiving their right to act as a private attorney general as to the Released Claims. The period of the Release shall extend to the limits of the Class Period.

You cannot submit a Request for Exclusion from the PAGA Release.

The release identified herein shall be effective following Defendant’s payment of the Gross Settlement Amount in full.

Conditions of Settlement. The 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.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of individual workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, and also whether you have worked between February 13, 2019 and May 6, 2021. The information contained in Defendant’s records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than July 5, 2021. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than July 5, 2021, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE AGUILAR V. KNE, LLC 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 at Phoenix Settlement Administrators P.O. Box 7208, Orange, CA 92863. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you were employed between February 13, 2019 and May 6, 2021.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. 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 Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections must be in writing and must be postmarked on or before July 5, 2021.

Whether or not you submit a written objection, if you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for September 16, 2021 at 10:00 a.m. in Department SSC-14 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. You have the right to appear either remotely, 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 July 5, 2021. All objections or other correspondence must state the name and number of the case, which is *Jose Aguilar v. KNE, LLC dba H2O Logistics*, Los Angeles County Superior Court Case No. 20STCV05676.

Any Settlement Class member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's social distancing and mandatory face covering requirements, as well as any other orders related to COVID-19. All such rules and orders can be located at the Court's website: www.lacourt.org.

For more information on how to appear remotely, please visit the Court's website at <http://www.lacourt.org/division/civil/CI0040.aspx> and <https://www.lacourt.org/lacc/>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on September 16, 2021 at 10:00 a.m. in Department SSC-14 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (<http://www.phoenixclassaction.com/class-action-lawsuits/judgments/>). Notice of the Court's final judgment will also be posted on the Settlement Administrator's website.

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 Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, California 90012, during regular court hours. Due to COVID, appointments are required for clerk's office services. Please visit the Court's website at http://www.lacourt.org/newsmedia/uploads/142020529162327NR_Clerks_Office_05_29_20-FINAL.pdf and <https://www.lacourt.org/> for information on how to make an appointment in the Clerk's Office. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, H2O, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is July 5, 2021. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON MAY 6, 2021.

NOTICE OF SETTLEMENT AWARD

JOSE AGUILAR V. KNE, LLC DBA H2O LOGISTICS
 LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 20STCV05676

Please complete, sign, date and return this Form to Phoenix Settlement Administrators P.O. Box 7208, Orange, CA 92863 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

 (First, Middle, Last)
(II) Please type or print the following identifying information if your contact information has changed:

 Former Names (if any)

 New Street Address

 City

 State

 Zip Code
(III) Information Used to Calculate Your Individual Settlement Payment:

According to KNE, LLC dba H2O Logistics's ("H2O") records:

- (a) You worked a total of «Total_Weeks» workweeks for H2O during the period February 13, 2016 through May 6, 2021; and
- (b) You worked a total of «PAGA_Work_Weeks» pay periods for H2O during the period February 13, 2019 through May 6, 2021.

Based on the above, your Individual Settlement Payment is estimated to be «Est_Set_Amt».

(IV) If you disagree with any of the information contained in Section III (a)-(c) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from H2O's records, H2O's records will control unless you are able to provide documentation that establishes that H2O's records are mistaken. If there is a dispute about whether H2O's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
 NO LATER THAN JULY 5, 2021.**