

KINGSLEY & KINGSLEY, APC
 ERIC B. KINGSLEY, Esq. (SBN 185123)
 eric@kingsleykingsley.com
 KELSEY M. SZAMET, Esq. (SBN 260264)
 kelsey@kingsleykingsley.com
 16133 Ventura Blvd., Suite 1200
 Encino, CA 91436
 Tel: (818) 990-8300, Fax (818) 990-2903

FILED
 Superior Court of California
 County of Los Angeles

08/13/2024

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

Attorneys for Plaintiff and the proposed class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARCOS TAFOLLA, an individual, on
 behalf of himself and others similarly
 situated,

PLAINTIFF,

v.

DAYLIGHT TRANSPORT, LLC; and DOES
 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV16822

[Case Assigned for All Purposes to Hon. Elihu
 M. Berle in Dept. 6]

**[PROPOSED] AMENDED ORDER
 GRANTING PRELIMINARY APPROVAL
 OF CLASS ACTION SETTLEMENT**

Date: August 5, 2024

Time: 9:00 AM

Dept.: 6

Complaint Filed: May 3, 2021

Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 August 5, 2024, the Honorable Elihu M. Berle, presiding. The Court, having considered the papers
3 submitted in support of the motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

4 1. The Court grants preliminary approval of the proposed settlement based upon the
5 terms set forth in the Amended Class Action and PAGA Settlement Agreement (“Agreement” or
6 “Settlement Agreement”) filed on July 24, 2024. The Agreement appears to be fair, adequate, and
7 reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm’s
8 length negotiations; and (b) the Agreement is sufficient to warrant notice of the Agreement to
9 persons in the Class and a full hearing regarding final approval of the Agreement.

10 2. For purposes of this Order, the proposed Class is defined as follows:

11 “all persons who are employed or have been employed as an hourly
12 employee by DAYLIGHT TRANSPORT, LLC, in the State of
13 California since four (4) years prior to the filing of this action to the
present.” (“Settlement Class Members” or “Class”)

14 3. The Class Period is May 3, 2017 to December 31, 2023.

15 4. For purposes of this Order, the Aggrieved Employees defined as follows:

16 “all persons who are employed or have been employed as an hourly
17 employee by DAYLIGHT TRANSPORT, LLC, in the State of
18 California who worked one or more pay periods during the PAGA
Period.” (“Aggrieved Employees”)

19 5. The PAGA Period is May 3, 2020 to December 31, 2023.

20 6. The Agreement falls within the range of reasonableness and appears to be
21 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
22 and final approval by this Court.

23 7. The Court makes the following preliminary findings for settlement purposes only:

24 A. The Class, which consists of approximately 755 persons, is so numerous that
25 joinder of all members is impracticable;

26 B. There appear to be questions of law or fact common to the Class for purposes
27 of determining whether this Settlement should be approved;

28 C. Plaintiff’s claims appear to be typical of the claims being resolved through
the proposed settlement;

1 D. Plaintiff appears to be capable of fairly and adequately protecting the
2 interests of the Settlement Class Members in connection with the proposed
3 settlement;

4 E. Common questions of law and fact appear to predominate over questions
5 affecting only individual persons in the Class. Accordingly, the Class
6 appears to be sufficiently cohesive to warrant settlement by representation;
7 and

8 F. Certification of the Class appears to be superior to other available methods
9 for the fair and efficient resolution of the claims of the Class.

10 8. The Court approves, as to form and content, the Notice of Class Action Settlement
11 to Settlement Class Members attached hereto as Exhibit “A”.

12 9. The Court approves the procedure for Settlement Class Members to opt out to the
13 Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

14 10. The Court approves the procedure for Settlement Class Members to object to the
15 Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

16 11. The Court directs the mailing of the Notice of Class Action Settlement and related
17 documents to members of the Class by first class mail in accordance with the Agreement and the
18 implementation schedule set forth below. The Court finds that the dates selected for the mailing
19 and distribution of the notice, as set forth in the following implementation schedule, meet the
20 requirements of due process and provide the best notice practicable under the circumstances and
21 shall constitute due and sufficient notice to all persons entitled thereto.

22 12. It is ordered that the Class is preliminarily certified for settlement purposes only.

23 13. The Court confirms Kingsley & Kingsley, APC as Class Counsel.

24 14. The Court confirms MARCOS TAFOLLA as Class Representative.

25 15. The Court approves ILYM Group, Inc. as the Administrator.

26 16. The Court orders that pursuant to the California Private Attorneys General Act,
27 Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Agreement has been and will
28 continue to be given to the Labor & Workforce Development Agency.

17. A final fairness hearing on the question of whether the proposed Agreement,
attorneys’ fees and costs to Class Counsel, the PAGA payment, and the claims administration costs

should be finally approved as fair, adequate, and reasonable as to the members of the Class is scheduled for December 13, 2024 at 9:00 am (Pacific Time), in Department 6.

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

a.	Administrator Shall Mail Notice to Settlement Class Members	September 12, 2024
b.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	October 11, 2024
c.	Deadline for Postmark of Any Request for Exclusion	November 12, 2024
d.	Deadline for Postmark of Any Objection	November 12, 2024
d.	Reply to Any Objections	December 2, 2024
e.	Deadline to File Settlement Administrator Declaration Re: Notice Process	December 2, 2024
f.	Final Approval Hearing	December 13, 2024 at 9:00 am PST in Dept. 6

19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Agreement.

20. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are hereby stayed.

21. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Class.

DATED: 08/13/2024



Elihu M. Berle

JUDGE OF THE SUPERIOR COURT

Elihu M. Berle / Judge

EXHIBIT “A”

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

MARCOS TAFOLLA, an individual, on behalf of himself and others similarly situated,
PLAINTIFF v. DAYLIGHT TRANSPORT, LLC; and DOES 1 thru 50, inclusive, DEFENDANTS,
Los Angeles County Superior Court Case No. 21STCV16822

***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 DAYLIGHT TRANSPORT, LLC (abbreviate name; “Defendant” or “Daylight” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Daylight employee Marcos Tafolla (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of persons who are employed or have been employed as an hourly employee by DAYLIGHT TRANSPORT, LLC, in the State of California from May 3, 2017 to December 31, 2023. (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons who are employed or have been employed as an hourly employee by DAYLIGHT TRANSPORT, LLC, in the State of California who worked one or more pay periods from May 3, 2020 to December 31, 2023 (“Aggrieved Employees”).

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

Based on Daylight’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. 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 Daylight’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 Daylight’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ 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 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 Daylight to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Daylight.

If you worked for Daylight 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 Daylight.
- (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 Daylight, 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.

DAYLIGHT TRANSPORT, LLC 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 Daylight 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 November 12, 2024	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. Daylight 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	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

Written Objections Must be Submitted by November 12, 2024	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 December 13, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on December 13, 2024. 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 November 12, 2024	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 Daylight's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by November 12, 2024. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Daylight Transport, LLC employee. The Action accuses Daylight of violating California labor laws by failing to pay wages and/or overtime, failing to provide meal breaks, failing to provide accurate itemized wage statements, failing to pay wages due at the time of termination, and engaging in unfair business practice. 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: Kingsley & Kingsley, APC ("Class Counsel.")

Daylight 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 Daylight or Plaintiff is correct on the merits. In the meantime, Plaintiff and Daylight worked with an experienced neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Following the mediation, the parties continued to discuss settlement. Those 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 Daylight 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, Daylight 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) Daylight 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?

1. Daylight Will Pay \$425,000.00 as the Gross Settlement Amount (Gross Settlement). Daylight 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, Daylight will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court become final. 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.
2. 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:
 - A. Up to \$ 141,666.67 (33.33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$25,000.00. for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 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.
 - C. Up to \$17,000 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000.00 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.
3. 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.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages (“Wage Portion”) and 75% to penalties and interest.] (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Daylight will separately pay employer payroll taxes it owes on the Wage Portion.)) 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 Defendant 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.

5. 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 will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Unclaimed Property Fund for instructions on how to retrieve your money.
6. 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 [date], 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 [date] 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 Defendant.

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 Defendant based on the PAGA Period facts alleged in the Action.

7. 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM (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.
9. Participating Class Members’ Release. After the Judgment is final and Defendant 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 Defendant or related entities for wages based on the claims 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 the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the factual allegations and primary rights stated in the Operative Complaint and any amendments thereto, including all claims for: (1) failure to pay wages and/or overtime pursuant to labor Code §§ 510, 1194, 1194.2 and 1199; failure to provide meal breaks pursuant to Labor Code §§226.7 and 512; violation of Labor Code §226(a); penalties pursuant to Labor Code §203; and violation of Business & Professions Code § 17200. Except as set forth in Paragraph 5.3 of this 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.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant or its related entities based on the PAGA claims resolved by this Settlement.

The Aggrieved Employees’ Releases are as follows:

All Aggrieved Employees, the State of California, and the LWDA, 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 factual allegations and primary rights stated in the Operative Complaint, including, all claims for 1.) failure to pay minimum wages and/or overtime pursuant to labor Code §§ 510, 1194, 1194.2 and 1199; 2.) failure to provide meal breaks pursuant to Labor Code §§226.7 and 512; violation of Labor Code §226(a); 3.) penalties pursuant to Labor Code §203; and 4.) violation of Business & Professions Code § 17200;

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. 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.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 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.
3. 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 Defendant's records, are stated in the first page of this Notice. You have until [date] 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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 Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. 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.

2. 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 Marcos Tafolla v. Daylight Transport, LLC, 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 [date], 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 Defendant are asking the Court to approve. **On or before October 11, 2024**, 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 www.ilymgroup.com or the Court's website <https://www.lacourt.org/casesummary/ui/> and enter 21STCV16822 for the Case Number.

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 November 12, 2024.** 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 Marcos Tafolla v. Daylight Transport, LLC and include your name, current address, telephone number, and approximate dates of employment for [Daylight] 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 **December 13, 2024** at **9:00 a.m.** in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 LACourtConnect (<https://www.lacourt.org/lacc/>). 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 <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> 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 Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Los Angeles County Superior Court's website at [lacourt.org](http://www.lacourt.org). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV16822. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

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

Class Counsel:
KINGSLEY & KINGSLEY, APC
Eric B. Kingsley
Kelsey M. Szamet
Ari J. Stiller
eric@kingsleykingsley.com
kelsey@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300

Settlement Administrator:
ILYM Group, Inc.
claims@ilymgroup.com
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185

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 should consult the Unclaimed Property Fund <https://ucpi.sco.ca.gov/en/Property/SearchIndex> for instructions on how to retrieve the funds.

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.

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 12, 2024 I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Robert R. Vorhees

robert.vorhees@ogletree.com

David A. Garcia

david.garcia@ogletree.com

Susan M. Susebach

susan.susebach@ogletreedekins.com

Ogletree, Deakins, Nash, Smoak, & Stewart, P.C.

Park Tower, 695 Town Center Drive, Fifteenth Floor

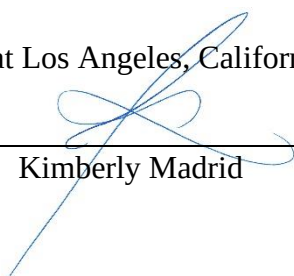
Costa Mesa, CA 92626

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list.

[XX] (BY ELECTRONIC MAIL TRANSMISSION) I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 12, 2024 at Los Angeles, California.



Kimberly Madrid