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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

GILBERTO HERNANDEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

MASA TRUCKING CO., a California corporation; and DOES 1 through 100, inclusive,

Defendant(s).

CASE NO.: 21STCV23621

Case Assigned for All Purposes to:
Dept. SS-11

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Action Filed: June 23, 2021
Trial Date: None

This First Amendment to Class Action and PAGA Settlement Agreement and Class Notice (the "First Amendment") is made by Plaintiff Gilberto Hernandez ("Plaintiff") and Defendant MASA Trucking Co. ("Defendant") (collectively, the "Parties"), through their authorized counsel pursuant to Sections 12.5 and 12.9 of their Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement").

RECITALS

A. The Settlement Agreement provides for the Gross Settlement Amount of $450,000.00 and employer's share of payroll taxes to be fully funded by Defendant no later than December 31, 2025.

B. In response to Court's July 28, 2025 Checklist for Preliminary Approval of Class Action Settlement, the Administrator of Defendant filed a declaration, averring, among other things, that Defendant experienced significant financial constraints and adverse business impacts that limit its ability to fund no more than its regular $10,000.00 monthly installment towards the Gross Settlement Amount.

C. The Court's October 6, 2026 Minute Order requested an updated funding report and revised Class Notice, providing Class Members with the estimated funding and settlement payment timelines.

D. As of this First Amendment, Defendant has funded $320,000.00 and estimates the remaining $130,000.00 of the Gross Settlement Amount will be funded no later than October 31, 2027, based on continuing monthly installments of at least $10,000.00.

E. The Parties agree to modify the Agreement and Class Notice, as reflected herein, to comply with the October 6, 2026 Minute Order.

STIPULATION

1. Except as stated herein, all provisions of the Settlement Agreement remain in full force and effect.

2. Pursuant to Paragraphs 12.5 and 12.9 of the Settlement Agreement, the Parties agree that this First Amendment to the Settlement Agreement may be executed on behalf of the Parties by their respective counsel of record in the Action.

3. Defendant's Election. Pursuant to Paragraph 8 of the Settlement Agreement, the Class Period and Gross Settlement Amount remains June 23, 2017, through November 1, 2024, and $450,000.00, respectively.

4. Amendments to the Settlement Agreement. The Parties hereby agree to amend and modify the Settlement Agreement, as follows:

(a) Paragraph 4.3 previously read, and shall be amended, as follows:

> Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by ~~December 31, 2025~~ ***October 31, 2027***, as follows: (a) by February 28, 2025, Defendant shall make an initial lump-sum payment of $150,000.00; ***and*** (b) by March 31, 2025, and by the last date of each successive month thereafter, Defendant shall make monthly installment payments of at least $10,000.00 ("Monthly Installment")~~; and (c) by June 30, 2025, Defendant shall make a second lump-sum payment of $150,000.00~~. Defendant shall continue paying the Monthly Installments until the Gross Settlement Amount is fully funded and may determine, in its own discretion, the amount and timing of payments exceeding the minimum Monthly Installments so long as the Gross Settlement Amount is fully funded by ~~December 31, 2025~~***October 31, 2027***.
>
> Additionally, Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes by ~~December 31, 2025~~***October 31, 2027***.
>
> Defendant shall cause all payments required under this Agreement to be delivered to a qualified settlement fund established by the Administrator for this matter in accordance with the Administrator's remittance instructions.

As such, Paragraph 4.3 is amended to now read as follows:

> Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by October 31, 2027, as follows: (a) by February 28, 2025, Defendant shall make an initial lump-sum payment of $150,000.00; and (b) by March 31, 2025, and by the last date of each successive month thereafter, Defendant shall make monthly installment payments of at least $10,000.00 ("Monthly Installment"). Defendant shall continue paying the Monthly Installments until the Gross Settlement Amount is fully funded and may determine, in its own discretion, the amount and timing of payments exceeding the minimum Monthly Installments so long as the Gross Settlement Amount is fully funded by October 31, 2027.
>
> Additionally, Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes by October 31, 2027.
>
> Defendant shall cause all payments required under this Agreement to be delivered to a qualified settlement fund established by the Administrator for this matter in accordance with the Administrator's remittance instructions.

5. Amendment to Class Notice. Exhibit A to the Settlement Agreement, which constituted the Class Notice, is deleted in its entirety and replaced with **Exhibit A-1** attached to this First Amendment. All references in the Settlement Agreement to "Exhibit A" or the "Class Notice" shall be deemed to refer to the amended Exhibit A-1 attached hereto.

EXECUTION BY PARTIES

The Parties hereby execute this First Amendment to the Settlement Agreement, through their respective counsel of record in the Action, each of whom represents and warrants that they are duly authorized to execute this First Amendment on behalf of the Party they represent.

Dated: October 23, 2026

DAILY ALJIAN, LLP

By: Simon Kwak

Justin E. D. Daily
Reed Aljian
Simon Kwak
Joanne Kim
Attorneys for Plaintiff
GILBERTO HERNANDEZ, on behalf of himself and all others similarly situated

Dated: October 23, 2026

LEVIAN LAW

By:

K. Kevin Levian
Attorneys for Defendant
MASA TRUCKING CO.

EXHIBIT A-1

to

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

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

Hernandez v. Masa Trucking Co.
Los Angeles, Superior Court, Case No. 21STCV23621

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 MASA Trucking Co. ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee of Defendant ("Plaintiff") and seeks payment of (1) unpaid wages, wage statement penalties, and waiting time penalties for a class of all hourly non-exempt employees ("Class Members") who worked for Defendant in California at any time during the Class Period (June 23, 2017, through November 1, 2024); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all hourly non-exempt employees who worked for Defendant in California at any time during the PAGA Period (June 23, 2020, through November 1, 2024) ("Aggrieved Employees").

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

Based on Defendant'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 Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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"), and the Class Members. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

(1) **Do Nothing**. You do not 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 Defendant.

(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 of your request to be excluded. 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 Defendant, 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 even if you submit a Request for Exclusion. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt-out of the Class Settlement.

Defendant 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 Defendant 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 _____**	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. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by _____**	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 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 on **_____ at** **____ a.m. / p.m.**	The Court's Final Approval Hearing is scheduled to take place on _____, at _____ a.m. / p.m. 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** **_____**	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 Pay Periods you worked according to Defendant's records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges that Defendant violated California labor laws by failing to pay all minimum wages, , provide accurate itemized wage statements, and pay all wages due upon separation from employment. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented in the Action by the attorneys of Daily Aljian LLP. The contact information for Class Counsel is in Section **9** of this Notice.

Defendant 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 Defendant or Plaintiff is correct on the merits. During the lawsuit, Plaintiff and Defendant hiredan experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (*i.e.*, to 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 and amendment ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant 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, Defendant 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) Defendant 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) the 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. Defendant Will Pay $450,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to fund the Gross Settlement in installments, which is expected to be fully funded by October 31, 2027, and agreed to deposit the installments into an account controlled by the Administrator of the Settlement. However, the Settlement prioritizes the Administrator to pay the Individual Class Payments, Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") before the Gross Settlement is fully funded so that you may receive your payments sooner. The Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, and the Administrator's expenses, will only be paid after the Administrator has distributed checks to Class Members, Aggrieved Employees, and the LWDA. Payouts, however, will not be made until after Final Approval and the Judgment entered by the Court becomes 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. If final approval is granted and Judgment is entered [DATE OF MFA HRG], settlement checks are expected to be mailed by [21 days from DATE OF MFA HRG].

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 $150,000.00 [one-third of the Gross Settlement] to Class Counsel for attorneys' fees and up to $60,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $10,000.00 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $8,000.00 to the Administrator for services administering the Settlement.

    D. Up to $20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment ($15,000.00) and 25% in Individual PAGA Payments ($5,000.00) to the Aggrieved Employees based on their PAGA 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 number of Workweeks during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject

to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Portion 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, if applicable) 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 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 [OPT-OUT 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 [OPT-OUT DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their 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) but who are also Aggrieved Employees 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. Plaintiff 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, Phoenix Class Action Administration Solutions (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 "Released Class 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 its related entities based on the Class claims alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the release of the following "Released Class Claims":

   > 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 allegations in the Operative Complaint, which arose during the Class Period, including without limitation with respect to the following claims: (1) failure to pay wages; (2) failure to provide accurate itemized wage statements; (3) failure to pay wages at termination; (4) violation of the Unfair Competition Law; (5) violation of or claims under sections 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 558, 1176, 1182.12, 1194, 1194.2, 1197, 1198, and 1199 of the California Labor Code, violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described in the Operative Complaint, as well as any potential statutory penalties, interest or attorneys' fees associated with all of such causes of action under California law. Except for Released PAGA Claims being released by Aggrieved Employees, 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.

   The "Released Parties" means: Defendant and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors, successors, assigns, registered DBAs, parents, subsidiaries, and affiliates.

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

    The Aggrieved Employees will be bound by the release of the following "Released PAGA Claims":

    > All Participating Class Members 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, attorneys' fees, and costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts alleged in Plaintiff's Operative Complaint and PAGA Notices (and any amendments thereto), arising during the PAGA Period. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall entitle Defendant to bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The "Net Settlement Amount" is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as 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 (the 25% share of the PAGA Penalties) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA 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 [OPT-OUT DATE] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail 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 PAGA 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 PAGA 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, if any.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

   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?

To opt out, you must submit a written and signed letter with your name, present address, email address, telephone number, the last four digits of your social security 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 to be excluded. Be sure to personally sign your request, identify the Action as *MASA Trucking Class Action* and Los Angeles Superior Court Case Number 21STCV23621, and include your identifying information (full name, address, telephone number, approximate dates of employment and the last four digits of your 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** [OPT-OUT 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. At least 16 court days before the Final Approval Hearing on [DATE OF HRG], 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 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 _____(url)_____.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval 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** [OPT-OUT DATE]. 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 *MASA Trucking Class Action* and Los Angeles Superior Court Case Number 21STCV23621and include your name, current address, telephone number and approximate dates of employment with Defendant 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 OF HRG] at [TIME OF HRG] in Department 11 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 any 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 (_____) 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 is to go to the Administrator's 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 Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 21STCV23621. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:
Justin E. D. Daily
Simon Kwak
Joanne Kim
DAILY ALJIAN LLP
100 Bayview Circle, Suite 5500
Newport Beach, CA 92660
Telephone: 949.861.2524

Settlement Administrator:
Name of Company:
Mailing Address:
Telephone:
Fax Number:

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://www.sco.ca.gov/upd_msg.html) 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.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.