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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ALEX HERNANDEZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act; MARTIN
SOHAL, individually, on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act

Plaintiffs,

vs.

CHEP SERVICES, LLC, a Delaware limited
liability company; BRAMBLES USA, INC., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No. CIVSB2123946

Honorable Jessica Morgan
Courtroom S26

CLASS ACTION

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

Date: August 13, 2024
Time: 8:30 a.m.
Department: S26

1 This matter has come before the Honorable Jessica Morgan in Department S26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on August 13, 2024
3 at 8:30 a.m. for Plaintiffs Alex Hernandez's and Plaintiff Martin Sohal's (together, "Plaintiffs")
4 Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). Lawyers
5 for Justice, PC and Moss Bollinger, LLP appear as counsel for Plaintiffs, individually and on
6 behalf of all others similarly situated and aggrieved employees and Baker & Hostetler, LLP
7 appears as counsel for Defendants CHEP Services, LLC and Brambles USA, Inc. (together,
8 "Defendants").

9 The Court, having carefully considered the papers, argument of counsel, and all matters
10 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
11 Preliminary Approval of Class Action and PAGA Settlement.

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Court preliminarily approved the Stipulation of Class Action and PAGA
14 Settlement ("Settlement," "Agreement," or "Settlement Agreement") attached as "**EXHIBIT 1**"
15 to the Declaration of Helene Mayer in Support of Plaintiffs' Motion for Preliminary Approval
16 of Class Action and PAGA Settlement. This is based on the Court's determination that the
17 Settlement falls within the range of possible approval as fair, adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the "Settlement
19 Agreement, and all terms defined therein shall have the same meaning in this Order as set forth
20 in the Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
22 and reasonable. It appears to the Court that extensive and costly investigation and research have
23 been conducted such that counsel for the parties, at this time, are able to reasonably evaluate
24 their respective positions. It further appears to the Court that the Settlement, at this time, will
25 avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
26 be presented by the further prosecution of the cases. It further appears that the Settlement has
27 been reached as the result of intensive, serious, and non-collusive arms-length negotiations, and
28 was entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, which provides for a Total
2 Settlement Amount of Three Million Four Hundred Thousand Dollars and Zero Cents
3 (\$3,400,000.00), appears to be within the range of reasonableness of a settlement that could
4 ultimately be given final approval by this Court. The Total Settlement Amount includes all
5 Individual Settlement Payments, Individual PAGA Payments, Settlement Administration Costs,
6 Attorneys' Fees and Costs, Enhancement Payments, and the PAGA Penalty Amount. The Court
7 has reviewed the monetary recovery that is being granted as part of the Settlement and
8 preliminarily finds that the contemplated monetary settlement payments to Class Members and
9 PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome
10 of further litigation relating to certification, manageability, liability, and damages issues.

11 5. For settlement purposes only, the Court hereby conditionally certifies the
12 following Class:

13 All current or former hourly-paid or non-exempt employees of Defendants in
14 California employed between August 16, 2017 through the date of Preliminary Approval
15 ("Class" or "Class Members").

16 6. The Court concludes that, for settlement purposes only, the proposed Class meets
17 the requirements for certification under section 382 of the California Code of Civil Procedure
18 in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class
19 is impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of
21 the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d)
22 Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class
23 action is superior to other available methods for the efficient adjudication of the controversy;
24 and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacity and
25 as the representatives of the Class.

26 7. The Court provisionally appoints Plaintiffs Alex Hernandez and Martin Sohal as
27 the representatives for the Class.

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1 8. The Court hereby appoints Arby Aiwazian, Joanna Ghosh, and Helene Mayer of
2 Lawyers *for* Justice, PC and Jeremy F. Bollinger of Moss Bollinger, LLP (“Class Counsel”) as
3 counsel for the Class.

4 9. The Court hereby appoints Phoenix Class Action Administration Solutions
5 (“Phoenix”) as the Settlement Administrator to administer the Settlement pursuant to the terms
6 of the Settlement Agreement.

7 10. Within twenty-one (21) calendar days of the date of this Order, Defendants shall
8 provide the Settlement Administrator with the following information about each Class Member:
9 full name, last known mailing address, Social Security Number, dates worked for Defendants
10 during the Class Period and, if applicable, during the PAGA Period, and such other information
11 and data as necessary for the Settlement Administrator to independently calculate the
12 Workweeks (“Class List”), in conformity with the Settlement Agreement.

13 11. The Court hereby approves, as to form and content, the Notice of Class Action
14 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A**,” respectively, for distribution to
15 the Class Members. The Class Notice shall be provided to Class Members in the manner set
16 forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and
17 accurately inform the Class Members and PAGA Aggrieved Employees of all material elements
18 of the Settlement, of Class Members’ right to be excluded from the Class Settlement by
19 submitting a Request for Exclusion, of Class Members’ right to challenge the Workweeks
20 credited to each of them, and of each Settlement Class Member’s right and opportunity to object
21 to the Settlement by submitting a Notice of Objection to the Settlement Administrator. The
22 Court further finds that distribution of the Class Notice substantially in the manner and form set
23 forth in the Settlement Agreement and this Order, and that all other dates set forth in the
24 Settlement Agreement and this Order, meet the requirements of due process and shall constitute
25 due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement
26 Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within
27 fourteen (14) calendar days of receipt of the Class List, pursuant to the terms set forth in the
28 Settlement Agreement.

1 12. The Court preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for requesting exclusion from the Class Settlement. A Class Member
3 who wishes to request exclusion from or opt out of the Class Settlement must do so by
4 submitting a written letter (“Request for Exclusion”) to the Settlement Administrator, by mail,
5 postmarked on or before the date that is sixty (60) calendar days from the initial mailing of the
6 Class Notice (“Response Deadline”). Any such person who timely and validly chooses to opt
7 out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the
8 Class Settlement and will not be bound by the Class Settlement or have any right to object,
9 appeal, or comment thereon. Nevertheless, all current and former hourly-paid or non-exempt
10 employees of Defendants in California employed between February 20, 2020 through the date
11 of this order (“PAGA Members”) will be bound by the PAGA Settlement and will be issued
12 their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.
13 Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement
14 Class Member) shall be bound by the Settlement Agreement and any final judgment based
15 thereon.

16 13. A Final Approval Hearing is set before the Honorable Jessica Morgan in
17 Department S26 of the Superior Court of the State of California for the county of San Bernardino
18 located at 247 West Third Street, San Bernardino, California 92415, on
19 _____ at _____ a.m./p.m., to determine all necessary matters
20 concerning the Settlement, including: whether the Settlement of the Action on the terms and
21 conditions provided for in the Settlement is fair, adequate, and reasonable, and should be finally
22 approved by the Court; whether a judgment, as provided in the Settlement, should be entered
23 herein; whether the plan of allocation contained in the Settlement should be approved as fair,
24 adequate, and reasonable to the Class Members and PAGA Members; and to finally approve the
25 requests and allocations for the Enhancement Payments, Attorneys’ Fees and Costs, and
26 Settlement Administration Costs.

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1 14. Class Counsel shall file a motion for final approval of the Settlement and for
2 Enhancement Payments, Attorneys' Fees and Costs, and Settlement Administration Costs, along
3 with the appropriate declarations and supporting evidence, including the Settlement
4 Administrator's declaration, by _____, to be heard at the Final Approval
5 Hearing.

6 15. To object to the Class Settlement, a Class Member may submit his or her
7 objection in writing to the Settlement Administrator on or before the Response Deadline
8 ("Notice of Objection"). The written Notice of Objection must be signed and must contain the
9 information that is required, as set forth in the Class Notice, including and not limited to the
10 grounds for the objection. Settlement Class Members may also present their objection orally at
11 the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

12 16. The Settlement is not a concession or admission, and shall not be used against
13 Defendants as an admission or indication with respect to any claim of any fault or omission by
14 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
15 document, statement, proceeding or conduct related to the Settlement, nor any reports or
16 accounts thereof, shall in any event be construed as, offered or admitted into evidence as,
17 received as or deemed to be in evidence for any purpose adverse to the Defendants, including,
18 but not limited to, evidence of a presumption, concession, indication or admission by Defendants
19 of any liability, fault, wrongdoing, omission, concession, or damage, except for legal
20 proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

21 17. In the event the Settlement does not become effective in accordance with the terms
22 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated,
23 cancelled or fails to become effective for any reason, this Order shall be rendered null and void,
24 shall be vacated, and the Parties shall revert back to their respective positions as of before
25 entering into the Settlement Agreement.

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1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Settlement Agreement without further notice to Class
3 Members and PAGA Members and retains jurisdiction to consider all further applications
4 arising out of or connected with the Settlement.

5
6 **IT IS SO ORDERED.**

7
8 DATE: _____

Honorable Jessica Morgan
Judge of the Superior Court of California

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Alex Hernandez v. CHEP Services, LLC, et al.

Superior Court of California for the County of San Bernardino, Case No. CIVSB2123946

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Alex Hernandez and Martin Sohal ("Plaintiffs") and Defendants CHEP Services, LLC and Brambles USA, Inc. ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the cases entitled *Alex Hernandez v. CHEP Services, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2123946; *Alex Hernandez v. CHEP Services, LLC, et al.*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2131140; and *Martin Sohal v. CHEP Services, LLC, et al.*, Superior Court of California for the County of Stanislaus, Case No. CV-22-000376 (collectively referred to as the "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current or former hourly-paid or non-exempt employees of Defendants in California employed at any time during the Class Period (collectively referred to as the "Class").

"Class Member" means a member of the Class.

"Class Period" means the time period from August 16, 2017 through [Date of Preliminary Approval].

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from February 20, 2020 through [Date of Preliminary Approval].

II. BACKGROUND OF THE ACTION

On August 16, 2021, Plaintiff Hernandez filed a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVSB2123946 against Defendants. On August 25, 2021, Plaintiff Hernandez provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that he contends were violated ("Hernandez LWDA Letter"). On October 29, 2021, Plaintiff Hernandez filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the San Bernardino County Superior Court, Case No. CIVSB2131140. On November 22, 2021, Plaintiff Sohal provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that he contends were violated ("Sohal LWDA Letter"). On January 27, 2022, Plaintiff Sohal filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in Stanislaus Superior Court, Case No. CV-22-000376. Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment

and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”) Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Actions or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Alex Hernandez and Martin Sohal as representatives of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Helene Mayer, Esq.

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203
Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

Jeremy Bollinger, Esq.

Ari Moss, Esq.

Dennis Moss, Esq.

Moss Bollinger, LLP

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Sherman Oaks, California 91403

Telephone: (310) 982-2984

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Million Four Hundred Thousand Dollars and Zero Cents (\$3,400,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$1,190,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (“Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) each to Plaintiffs (\$30,000.00 total) for their services in the Actions; (3) Settlement Administration Costs in an amount not to exceed Seventeen Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$17,750.00) to the Settlement Administrator; and (4) the amount of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalty”). The PAGA Penalty will be distributed 75% (\$262,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$87,500.00) will be distributed to PAGA Members.

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement

Amount (“Individual Settlement Payment”) based upon the number of workweeks during the Class Period and/or PAGA Period when Class Members and/or PAGA Members were employed by Defendants as an hourly-paid or non-exempt employee and recorded time worked. (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Settlement Class Members during the Class Period (“Class Workweek Value”) and multiplied each Settlement Class Member’s individual Workweeks during the Class Period by the Class Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated twenty percent (20%) as wages, which will be reported on an IRS Form W-2; and the remaining eighty percent (80%) as interest, penalties, and other non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments will be paid by Defendants separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalty attributed to PAGA Members (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period. The Settlement Administrator has divided the 25% portion of the PAGA Penalty attributed to PAGA Members by the total number of Workweeks of all PAGA Members during the PAGA Period (“Total PAGA Workweeks”) resulting in the PAGA Workweek Value and then multiplying the PAGA Workweek Value by the number of Workweeks worked by each individual PAGA Member during the PAGA Period to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

From August 16, 2017 through [Date of Preliminary Approval] (i.e., Class Period), you are credited as having worked [] Workweeks.

From February 20, 2020 through [Date of Preliminary Approval] (i.e., PAGA Period), you are credited as having worked [] PAGA Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute that must: (a) contain the case name and number of the Action (*Alex Hernandez v. CHEP Services, LLC, et al.*, Case No. CIVSB2123946), (b) be signed by you, (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number, (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you, (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct, and (f) be returned by mail to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California’s unfair competition law.

“Released PAGA Claims” means any and all claims, arising during the PAGA Period, for civil penalties under PAGA as well as any interest, fees, and costs available under PAGA, based on the factual allegations in complaints, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to obtain consent or authorization for payment of final wages through a payroll card program, failure to provide an alternative payment plan method other than through a payroll card, failure to compensate employees in a form that may be cashed, without delay, and without a fee or discount, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 212, 213, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001.

“Released Parties” means Defendants, and all their former, present, and future parent companies including Brambles USA, Inc., subsidiaries, affiliates, shareholders, owners, members, directors, officers, agents, employees, attorneys, insurers, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$1,190,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00) (“Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) each to Plaintiffs (\$30,000.00 total) (“Enhancement Payments”), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment (if applicable) that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seventeen Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$17,750.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and disputes regarding Workweeks, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the case name and number of the Class Action (*Alex Hernandez v. CHEP Services, LLC, et al.*, Case No. CIVSB2123946); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) include the case name and number of the Action (*Alex Hernandez v. CHEP Services, LLC, et al.*, Case No. CIVSB2123946); (b) include your full name, signature, address, and telephone number, and the last four digits of your Social Security number; (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator, at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www-sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking “Accept (Civil/Appeals), clicking “Click here to access the Portal,” clicking “Smart Search,” and typing in the Court Case Number “ CIVSB2123946.”

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.