

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Alex Hernandez and the Class

[Additional Counsel listed on next page]

**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;

Plaintiff,

vs.

CHEP SERVICES, LLC, an unknown
business entity; CHEP SERVICES PALLET
SOLUTIONS, LLC, an unknown business
entity; BRAMBLES USA, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2123946

Honorable Christian Towns
Department S26

CLASS ACTION

**DECLARATION OF YAMI BURNS ON
BEHALF OF SETTLEMENT
ADMINISTRATOR REGARDING
SETTLEMENT NOTICE
ADMINISTRATION**

Date: June 2, 2025
Time: 8:30 a.m.
Department: S26

Complaint Filed: August 16, 2021
Trial Date: None Set

Jeremy F. Bollinger (SB 240132)
MOSS BOLLINGER, LLP
15300 Ventura Blvd., Suite 907
Sherman Oaks, California 91403
Tel: (310) 982-2984 / Fax: (818) 963-5954

Attorney for Plaintiff Martin Sohal and the Class

1 **DECLARATION OF YAMI BURNS**

2 I, Yami Burns, declare as follows:

3 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the
4 Court-appointed class action settlement administrator in the action entitled *Hernandez v. CHEP*
5 *Services, LLC, et al.* I have personal knowledge of the facts stated herein and, if called upon to
6 testify, I could and would testify competently to such facts.

7 2. Phoenix was approved by the Court as Settlement Administrator to provide notice
8 of the Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement
9 Agreement”) for this matter, Phoenix was responsible for: (i) preparing, printing, mailing, and
10 tracking the Notice of Class and Representative Action Settlement (“Class Notice”) and other
11 documents for this settlement; (ii) responding to inquiries from Class Members; (iii) calculating
12 the number of weeks each Class Member worked for Defendants as an hourly-paid or non-exempt
13 employee within California during the period from August 16, 2017 through September 3, 2024
14 (“Class Period”) and the number of weeks that each PAGA Member worked for Defendants as an
15 hourly-paid or non-exempt employee within California during the time period from February 20,
16 2020 through September 3, 2024 (“PAGA Period”); (iv) determining the validity of letters
17 indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written
18 objections to the Class Settlement (“Notices of Objection”), and/or dispute regarding the number
19 of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount; (vi)
20 calculating, issuing, and distributing the Individual Settlement Payments to Settlement Class
21 Members and Individual PAGA Payments to PAGA Members; (vii) issuing Attorneys’ Fees and
22 Costs to Class Counsel, issuing Enhancement Payments to Plaintiffs, issuing the Settlement
23 Administration Costs to the Settlement Administrator; and calculating and issuing the
24 employer/employee payroll taxes to the appropriate taxing authorities; (viii) issuing 1099 and W-
25 2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing
26 necessary reports and declarations, and (ix) such other tasks as set forth in the Settlement
27 Agreement or as the Parties mutually agree or as the Court orders.

28 3. On November 1, 2024, Phoenix received a data file from Counsel for Defendants

1 that contained each Class Member's full name, last known mailing address, Social Security
2 Number, dates worked for Defendants during the Class Period, and of applicable, during the PAGA
3 Period, and such other information and data necessary to independently calculate the Workweeks
4 (collectively, "Class List"). The final Class List contained one thousand four hundred eighty
5 (1,480) individuals identified as Class Members, of which one thousand and forty-four (1,044)
6 individuals were identified as PAGA Members.

7 4. On November 4, 2024, Phoenix conducted a National Change of Address
8 ("NCOA") search in an attempt to update the Class List addresses as accurately as possible. A
9 search of this database provides updated addresses for any individual who has moved in the
10 previous four (4) years and notified the U.S. Postal Service of their change of address.

11 5. On February 19, 2025, Phoenix mailed the Class Notice via U.S. First Class Mail
12 to all one thousand four hundred eighty (1,480) individuals on the Class List. A true and correct
13 copy of the mailed Class Notice is attached hereto as "**Exhibit A.**"

14 6. As of the date of this declaration, Phoenix has no undeliverable Class Notices.

15 7. The deadline by which Class Members had to submit a Request for Exclusion,
16 Notice of Objection, and/or dispute regarding Workweeks ("Response Deadline"), was April 21,
17 2025, which was 60 days after the mailing of the Class Notice.

18 8. As of the date of this declaration, Phoenix has received one (1) Request for
19 Exclusion from Class Members. The Request for Exclusion that was received was timely and
20 complete, and it was submitted by Michael Nyx.

21 9. As of the date of this declaration, Phoenix has received zero (0) Notices of
22 Objection from Class Members.

23 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
24 from Class Members.

25 11. There are one thousand four hundred seventy-nine (1,479) Class Members who did
26 not submit a Request for Exclusion, and are therefore deemed Settlement Class Members,
27 representing 99.93% of the Class.

1 12. Paragraph 38 of the Settlement Agreement (the “Escalator Clause”) provides that,
2 if it is determined that the total number of Workweeks during the Class Period exceeds 48,350 by
3 more than ten percent (10%) (i.e., if the Workweeks exceed 53,185), at Defendants’ election, either
4 (a) the Total Settlement Amount will be increased on a *pro rata* basis per Pay Period or Workweek
5 exceeding the 10% increase (i.e. if the number increased by 11%, the Net Settlement Amount will
6 be increased by 1%), or (b) Defendants may elect to have the Class Period and the PAGA Period
7 end on the date when the 10% threshold is reached.

8 13. Before the Escalator Clause was triggered, the original, base Total Settlement
9 Amount was \$3,400,000.00.

10 14. The total number of Workweeks during the Class Period was sixty-one thousand
11 two hundred thirty-five (61,235), which exceeds the Escalator Clause by eight thousand fifty
12 (8,050). Defendants elected to increase the Total Settlement Amount. The additional amount due
13 pursuant to the Escalator Clause is \$312,978.38. Therefore, the escalated Total Settlement Amount
14 is \$3,712,978.38. Phoenix received the Stipulation and Order to Modify Order Granting
15 Preliminary Approval of Class Action Settlement, entered by the Court on January 24, 2025,
16 addressing the escalation of the Total Settlement Amount to \$3,712,978.38, and authorizing and
17 ordering a revised version of the Class Notice that, *inter alia*, incorporated the escalated Total
18 Settlement Amount. Phoenix also received the Court’s Minute Order entered on February 14,
19 2025, whereby the Court re-set the Final Approval Hearing to June 2, 2025 at 8:30 a.m., and this
20 new hearing date and time was also factored into the Class Notice that was distributed to the Class.

21 15. The Net Settlement Amount of \$1,997,360.23 available to pay Settlement Class
22 Members was determined by subtracting the requested Attorneys’ Fees (\$1,299,542.43) and
23 Litigation Costs (\$18,325.72), the requested Enhancement Payments of \$15,000.00 each to
24 Plaintiffs (\$30,000.00), the requested LWDA Payment (\$262,500.00), Individual PAGA Payments
25 to PAGA Members (\$87,500.00), and the requested Settlement Administration Costs
26 (\$17,750.00), from the Total Settlement Amount (\$3,712,978.38). There is no reversion to
27 Defendants.

16. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$10,339.26 and the average Individual Settlement Share to be paid is approximately \$1,269.51. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

17. Of the Total Settlement Amount, \$350,000.00 has been allocated toward penalties under the Private Attorneys General Act (“PAGA Penalty Amount”), of which 75%, or \$262,500.00, shall be paid to the Labor and Workforce Development Agency (“LWDA Payment”), and 25%, or \$87,500.00, shall be paid to PAGA Members. There are one thousand forty-four (1,044) PAGA Members who are credited with a total of forty-six thousand eight hundred seventeen (46,817) Workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$442.42, and the average Individual PAGA Payment to be paid is approximately \$83.89.

18. Additionally, pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Total Settlement Amount.

19. Phoenix's costs associated with the administration of this matter are \$17,750.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as "Exhibit B."

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed this 8th day of May 2025, at Orange, California.

Jami Burns
YAMI BURNS

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 September 3, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on June 2, 2025, at 8:30 a.m., (“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 September 3, 2024.

“**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 September 3, 2024.

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 September 3, 2024, 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 Aiwarzian, 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
15300 Ventura Blvd., Suite 207
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 Seven Hundred Twelve Thousand Nine Hundred Seventy-Eight Dollars and Thirty-Eight Cents (\$3,712,978.38) (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 Total 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., \$1,299,542.43) 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. In addition, the Net Settlement Amount also includes an additional \$312,978.38 because the Escalator Clause in the Settlement Agreement was triggered.

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 September 3, 2024, (i.e., Class Period), you are credited as having worked «Total_Weeks» Workweeks.

From February 20, 2020 through September 3, 2024, (i.e., PAGA Period), you are credited as having worked «PAGA_Work_Weeks» 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 April 21, 2025**.

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 «Individual_Settlement_Payment». 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 «PAGA_Amount».

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 April 21, 2025**, at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
hernandez-v-chep-services.phoenixcases.com

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 April 21, 2025**.

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 **June 2, 2025, at 8:30 a.m.**, 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: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

NOTIFICACIÓN DEL ACUERDO DE ACCIÓN COLECTIVA Y REPRESENTATIVA

Alex Hernández contra CHEP Services, LLC, et al.

Tribunal Superior de California para el condado de San Bernardino, Caso n° CIVSB2123946

LEA ATENTAMENTE ESTE AVISO DE CLASE.

Usted ha recibido este Aviso de Demanda Colectiva porque los registros de los Demandados indican que usted puede ser elegible para tomar parte en el Acuerdo de Demanda Colectiva alcanzado en el caso arriba referenciado.

No necesita realizar ninguna acción para recibir el pago del Acuerdo y, a menos que solicite ser excluido del Acuerdo, sus derechos legales pueden verse afectados.

Esta Notificación Colectiva está diseñada para informarle de sus derechos y opciones, y de cómo puede solicitar ser excluido del Acuerdo, objetar al Acuerdo y/o disputar el número de Semanas Laborales que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha alcanzado un Acuerdo de Demanda Colectiva entre los Demandantes Alex Hernández y Martin Sohal (“Demandantes”) y los Demandados CHEP Services, LLC y Brambles USA, Inc. (“Demandados”) (los Demandantes y los Demandados se denominan colectivamente las “Partes”) en los casos titulados *Alex Hernández contra CHEP Services, LLC, et al.*, Tribunal Superior del Condado de San Bernardino, Caso N° CIVSB2123946; *Alex Hernández contra CHEP Services, LLC, et al.*, Tribunal Superior de California para el Condado de San Bernardino, Caso N° CIVSB2131140; y *Martin Sohal contra CHEP Services, LLC, et al.*, Tribunal Superior de California para el Condado de Stanislaus, Caso N° CV-22-000376 (denominadas colectivamente las “Demandas”), que pueden afectar a sus derechos legales. En el 3 de septiembre de 2024, el Tribunal concedió la aprobación preliminar del Acuerdo y programó una audiencia para el 2 de junio de 2025, a las 8:30 a.m., (“Audiencia de Aprobación Definitiva”) para determinar si el Tribunal debe conceder o no la aprobación definitiva del Acuerdo.

I. DEFINICIONES IMPORTANTES

“**Clase**” significa todos los empleados actuales o anteriores pagados por hora o no exentos de los Demandados en California empleados en cualquier momento durante el Periodo de la Clase (colectivamente denominados la “Clase”).

“**Miembro de la Clase**” significa un Miembro de la Clase.

“**Periodo de la Demanda Colectiva**” significa el periodo de tiempo comprendido entre el 16 de agosto de 2017 y el 3 de septiembre de 2024.

“**Acuerdo Colectivo**” significa el Acuerdo y la exoneración de las Reclamaciones Exoneradas de la Clase (descritas en la Sección III.D a continuación).

“**Miembros de PAGA**” significa todos los empleados actuales y anteriores pagados por hora o no exentos de la Demandada en California empleados durante el Periodo PAGA.

“**Acuerdo PAGA**” significa el Acuerdo y la exoneración de las Reclamaciones Exoneradas PAGA (descritas en la Sección III.D a continuación).

“**Periodo PAGA**” significa el periodo de tiempo comprendido entre el 20 de febrero de 2020 y el 3 de septiembre de 2024.

II. ANTECEDENTES DE LA ACCIÓN

El 16 de agosto de 2021, el Demandante Hernández presentó una Demanda Colectiva por Daños en el Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2123946 contra los Demandados. El 25 de agosto de 2021, el Demandante Hernández notificó por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral (“LWDA”, por sus siglas en inglés) y a los Demandados las disposiciones específicas del Código Laboral de California que él sostiene fueron violadas (“Carta Hernández LWDA”). El 29 de octubre de 2021, el Demandante Hernández presentó una Demanda de Cumplimiento bajo la Ley General de Abogados Privados, Código Laboral de California § 2698, y siguientes en el Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2131140. El 22 de noviembre de 2021, el Demandante Sohal notificó por escrito a la LWDA y a los Demandados las disposiciones específicas del Código Laboral de California que él sostiene fueron violadas (“Carta de Sohal a la LWDA”). El 27 de enero de 2022, el Demandante Sohal presentó una Demanda de Cumplimiento en virtud de la Ley General de Abogados Privados, Código Laboral de California § 2698, y siguientes en el Tribunal Superior de Stanislaus, Caso No. CV-22-000376. Los Demandantes alegan que los Demandados no pagaron correctamente los salarios mínimos y las horas extraordinarias, no proporcionaron pausas de comida y descanso conformes y las primas asociadas, no pagaron puntualmente los salarios durante el empleo y tras la terminación del empleo y las sanciones por tiempo de espera asociadas, no proporcionaron declaraciones de salarios conformes, no mantuvieron los registros de nóminas requeridos, no reembolsaron los gastos empresariales y, por lo tanto, incurrieron en prácticas comerciales desleales en violación del Código de Negocios y Profesiones de California, sección 17200, y siguientes, y una conducta que da lugar a sanciones en virtud del Código Laboral de California, sección 2698, y siguientes (“PAGA”) Los Demandantes solicitan, entre otras cosas, la recuperación de los salarios impagados y las primas por periodos de comida y descanso, los gastos empresariales no reembolsados, la restitución, las sanciones, los intereses y los honorarios y costas de los abogados.

Los Demandados niegan todas las alegaciones de las Demandas o que hayan infringido ley alguna.

Tras la investigación y el análisis de las reclamaciones, las Partes entablaron negociaciones de buena fe y en condiciones de igualdad y, como resultado, las Partes llegaron a un Acuerdo. Desde entonces, las Partes han suscrito la Estipulación de Acción Colectiva y Acuerdo PAGA (“Acuerdo” o “Acuerdo de Conciliación”).

El 3 de septiembre de 2024, el Tribunal dictó una orden de aprobación preliminar del Acuerdo. El Tribunal ha designado a Phoenix Class Action Administration Solutions como administrador del Acuerdo (“Administrador del Acuerdo”), a los Demandantes Alex Hernández y Martin Sohal como representantes de la Clase de Demandantes (“Representante de la Clase de Demandantes”), y a los siguientes abogados como abogados de la Clase de Demandantes (“Abogados de la Clase de Demandantes”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Helene Mayer, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Jeremy Bollinger, Esq.
Ari Moss, Esq.
Dennis Moss, Esq.
Moss Bollinger, LLP
15300 Ventura Blvd., Suite 207
Sherman Oaks, California 91403
Teléfono: (310) 982-2984

Si usted es un Miembro de la Clase, no necesita realizar ninguna acción para recibir un Pago Individual de la Clase, pero tiene la oportunidad de solicitar su exclusión del Acuerdo Colectivo (en cuyo caso no recibirá un Pago Individual de la Clase), objetar el Acuerdo Colectivo y/o disputar las Semanas Laborales que se le acrediten, si así lo desea, como se explica con más detalle en las Secciones III y IV a continuación. Si usted es un Miembro PAGA, no necesita realizar ninguna acción para recibir un Pago PAGA Individual.

El Acuerdo representa un compromiso y un Acuerdo de reclamaciones muy disputadas. Nada de lo contenido en el Acuerdo pretende ser o será interpretado como una admisión por parte de los Demandados de que las reclamaciones en las Demandas tienen fundamento o de que los Demandados tienen alguna responsabilidad ante los Demandantes, los Miembros de la Clase o los Miembros de PAGA. Los Demandantes y los Demandados, y sus respectivos abogados, han llegado a la conclusión y están de Acuerdo en que, a la luz de los riesgos e incertidumbres para cada parte de continuar con el litigio, el Acuerdo es justo, razonable y adecuado, y redundante en el mejor interés de los Miembros de la Clase y de los Miembros de PAGA. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones planteadas en las Demandas y sólo ha determinado que la certificación de la Clase a efectos del Acuerdo es apropiada en virtud de la legislación de California.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula de Acuerdo

El importe bruto total del Acuerdo asciende a tres millones cuatrocientos mil dólares con cero céntimos (\$3,712,978.38) (el “Importe total del Acuerdo”). La parte del Importe Total del Acuerdo que está disponible para el pago a los Miembros de la Clase se denomina “Importe Neto del Acuerdo”. El Importe Neto del Acuerdo será el Importe Bruto del Acuerdo, menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) los honorarios de los abogados por un importe que no supere el 35% del Importe Bruto del Acuerdo (es decir \$1,299,542.43) y el reembolso de los costos y gastos del litigio, por un monto que no exceda los Veinte Mil Dólares (\$20,000.00) (“Honorarios de Abogados y Costos”) a los Abogados de la Clase; (2) Pagos de Mejora por un monto que no exceda los Quince Mil Dólares (\$15,000.00) cada uno a los Demandantes (\$30,000.00 en total) por sus servicios en las Demandas; (3) Costes de administración del Acuerdo por un importe no superior a Diecisiete mil setecientos cincuenta dólares con cero céntimos (\$17,750.00) para el Administrador del Acuerdo; y (4) el importe de Trescientos cincuenta mil dólares con cero céntimos (\$350,000.00) destinado a sanciones civiles en virtud de la Ley General de Abogados Privados (“Multa PAGA”). La Multa PAGA se distribuirá en un 75% (\$262,500.00) a la LWDA (“Pago LWDA”) y el 25% restante (es decir, \$87,500.00) se distribuirá a los Miembros PAGA.

Los Miembros de la Clase tienen derecho a recibir un pago en virtud del Acuerdo Colectivo de su parte proporcional del Importe Neto del Acuerdo (“Pago Individual del Acuerdo”) basado en el número de Semanas Laborales durante el Periodo de la Clase y/o el Periodo PAGA en las que los Miembros de la Clase y/o los Miembros PAGA fueron empleados por los Demandados como empleados remunerados por horas o no exentos y registraron el tiempo trabajado. (“Semanas Laborales”). El Administrador del Acuerdo ha dividido el Importe Neto del Acuerdo por el número total de Semanas Laborales de todos los Miembros del Acuerdo Colectivo durante el Periodo Colectivo (“Valor de las Semanas Laborales de la Clase”) y ha multiplicado las Semanas Laborales individuales de cada Miembro del Acuerdo Colectivo durante el Periodo Colectivo por el Valor de las Semanas Laborales de la Clase para llegar a su Participación Individual en el Acuerdo que puede tener derecho a recibir en virtud del Acuerdo Colectivo (que se enumera en la Sección III.C a continuación). A los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y a tiempo (“Miembros de la Clase del Acuerdo”) se les emitirá el pago de su Pago Individual de la Clase final.

A cada Pago Individual del Acuerdo se le asignará un veinte por ciento (20%) como salario, que se declarará en un Formulario W-2 del IRS; y el ochenta por ciento (80%) restante como intereses, sanciones y otros daños no salariales, que se declararán en un Formulario 1099 del IRS. Cada pago de Acuerdo individual estará sujeto a reducción por la parte del empleado de los impuestos sobre la nómina adeudados sobre la porción salarial del pago de Acuerdo individual. La parte del empleador de los impuestos sobre la nómina y las contribuciones en relación con la porción salarial de los Pagos Individuales del Acuerdo será pagada por los Demandados por separado.

y además del Monto Total del Acuerdo.

Los Miembros PAGA tienen derecho a recibir el pago, en virtud del Acuerdo PAGA, de su parte proporcional del 25% de la parte de la Multa PAGA atribuida a los Miembros PAGA (“Pago PAGA Individual”), en función del número de Semanas Laborales de cada Miembro PAGA durante el Periodo PAGA. El Administrador del Acuerdo ha dividido la porción del 25% de la Multa PAGA atribuida a los Miembros PAGA por el número total de Semanas Laborales de todos los Miembros PAGA durante el Periodo PAGA (“Total de Semanas Laborales PAGA”) resultando en el Valor de la Semana Laboral PAGA y luego multiplicando el Valor de la Semana Laboral PAGA por el número de Semanas Laborales trabajadas por cada Miembro PAGA individual durante el Periodo PAGA para llegar a su Pago PAGA Individual que él o ella puede ser elegible para recibir bajo el Acuerdo PAGA (el cual está listado en la Sección III.C más adelante).

Cada Pago PAGA Individual se asignará como penalizaciones al cien por cien (100%), que se declararán en un formulario 1099 del IRS (si procede).

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Individuales de la Clase se enviarán por correo a los Miembros de la Clase del Acuerdo y los Pagos PAGA Individuales se enviarán por correo a los Miembros PAGA a la dirección que conste en los archivos del Administrador del Acuerdo. **Si la dirección a la que se envió esta Notificación colectiva no es correcta, o si se muda después de recibir esta Notificación colectiva, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para garantizar la recepción del pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus Semanas Laborales basadas en los registros de los Demandados

Según los registros de los Demandados:

Desde el 16 de agosto de 2017 hasta el 3 de septiembre de 2024, (es decir, el Periodo de la Clase), se le acredita haber trabajado «Total_Weeks» Semanas Laborales.

Desde el 20 de febrero de 2020 hasta el 3 de septiembre de 2024 (es decir, el Periodo PAGA), se le acredita haber trabajado «PAGA_Work_Weeks» Semanas Laborales PAGA.

Si desea impugnar las Semanas Laborales que se le han acreditado, deberá presentar una impugnación por escrito que deberá: (a) contener el nombre del caso y el número de la Acción (*Alex Hernández contra CHEP Services, LLC, et al.*, Caso No. CIVSB2123946), (b) estar firmada por usted, (c) contener su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su Número de Seguro Social, (d) indicar claramente que usted disputa el número de Semanas Laborales que se le acreditaron y cuál es, según usted, el número correcto que se le debe acreditar, (e) incluir información y/o adjuntar documentación que demuestre que el número de Semanas Laborales que usted sostiene que se le deben acreditar es correcto, y (f) ser devuelto por correo al Administrador del Acuerdo por correo a la dirección especificada en la Sección IV.B a continuación, con matasellos **no posterior al 21 de abril de 2025**.

C. Su pago estimado de Acuerdo individual y pago PAGA Individual

Como se explicó anteriormente, su Pago PAGA Individual y/o Pago PAGA Individual estimado se basa en el número de Semanas Laborales que se le acrediten.

Según los términos del Acuerdo, su pago individual del Acuerdo se estima en «Individual_Settlement_Payment». El Pago Individual del Acuerdo está sujeto a una reducción por la parte de impuestos y retenciones del empleado con respecto a la porción salarial del Pago Individual del Acuerdo.

Según los términos del Acuerdo, su Pago PAGA Individual se estima en «PAGA_Amount».

El proceso de aprobación del Acuerdo puede llevar varios meses. Su Pago Individual del Acuerdo y/o Pago PAGA Individual (si procede) reflejado en esta Notificación Colectiva es sólo una estimación. Su Pago PAGA Individual y/o Pago PAGA Individual (si procede) reales pueden ser superiores o inferiores. Los pagos se distribuirán únicamente después de que el Tribunal conceda la aprobación definitiva del Acuerdo y después de que el Acuerdo entre en vigor.

D. Liberación de Reclamaciones

Tras la Fecha de Entrada en Vigor y la financiación completa del Importe Total del Acuerdo, los Demandantes y todos los Miembros de la Clase del Acuerdo renuncian, liberan y eximen a las Partes Exoneradas de todas y cada una de las Reclamaciones Exoneradas de la Clase.

A partir de la Fecha Efectiva y de la financiación completa del Monto Total del Acuerdo, los Demandantes, el Estado de California y los Miembros PAGA, renuncian, liberan y eximen a las Partes Exoneradas de todas y cada una de las Reclamaciones PAGA Exoneradas.

“Reclamaciones Exoneradas de la Clase” significa todas las reclamaciones bajo la ley estatal, federal o local, que surjan de las reclamaciones expresamente alegadas en las Demandas y todas las demás reclamaciones, tales como aquellas bajo el Código Laboral de California, Órdenes de Salarios, reglamentos y/u otras disposiciones de la ley, que podrían haber sido alegadas en base a los hechos alegados en las Demandas por: (1) falta de pago de horas extraordinarias; (2) falta de pago de primas por períodos de comida; (3) falta de pago de primas por períodos de descanso; (4) falta de pago de salarios mínimos; (5) falta de pago puntual de salarios en caso de

despido; (6) falta de pago puntual de salarios durante el empleo; (7) falta de presentación de declaraciones salariales conformes; (8) falta de mantenimiento de los registros de nóminas requeridos; (9) falta de reembolso de los gastos empresariales necesarios; y (10) violación de la ley de competencia desleal de California.

“Reclamaciones Exoneradas de PAGA” significa todas y cada una de las reclamaciones, surgidas durante el Periodo PAGA, por sanciones civiles bajo PAGA así como cualquier interés, honorarios y costes disponibles bajo PAGA, basados en las alegaciones de hecho en las reclamaciones, incluyendo pero no limitándose a, por no pagar salarios mínimos, regulares y horas extras, no proporcionar periodos de comida conformes y primas asociadas, no proporcionar periodos de descanso conformes y primas asociadas, no pagar salarios a tiempo durante el empleo, no pagar salarios a tiempo tras el despido, no proporcionar declaraciones de salarios conformes y exactas, no mantener registros de nóminas completos y exactos, no obtener el consentimiento o la autorización para el pago de los salarios finales a través de un programa de tarjeta de nómina, no proporcionar un método de plan de pago alternativo que no sea a través de una tarjeta de nómina, no compensar a los empleados de una forma que pueda cobrarse en efectivo, sin demora y sin comisión o descuento, y no reembolsar los gastos y costes necesarios relacionados con la empresa, en violación de las secciones 201, 202, 203, 204, 212, 213, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California y las Órdenes salariales de la Comisión de Bienestar Industrial, incluidas, entre otras, las Órdenes salariales 1-2001, 4-2001, 7-2001 y 9-2001.

“Partes exoneradas” se refiere a los Demandados, y a todas sus empresas matrices anteriores, presentes y futuras, incluyendo Brambles USA, Inc., subsidiarias, afiliadas, accionistas, propietarios, Miembros, directores, funcionarios, agentes, empleados, abogados, aseguradores, predecesores, sucesores y cesionarios.

E. Honorarios de abogados y costas a los abogados de la Demanda Colectiva

Los Abogados de la Clase solicitarán honorarios de abogados por un importe de hasta el treinta y cinco por ciento (35%) del Importe total del Acuerdo (es decir, un importe de hasta \$1,190,000.00) y el reembolso de las costas y gastos del litigio por un importe de hasta Veinte mil dólares (\$20,000.00) (“Honorarios de abogados y costas”), sujeto a la aprobación del Tribunal. Los Honorarios y Costas de los Abogados concedidos por el Tribunal se pagarán con cargo al Importe Total del Acuerdo. Los Abogados de la Demanda Colectiva han estado procesando las Demandas en nombre de los Demandantes y de los Miembros de la Demanda Colectiva sobre la base de honorarios condicionales (es decir, sin haber recibido ningún pago hasta la fecha) y han estado pagando todos los costes y gastos del litigio.

F. Pagos de mejora a Demandantes

Los Demandantes solicitarán la cantidad de Quince Mil Dólares y Cero Centavos (\$15,000.00) cada uno a los Demandantes (\$30,000.00 en total) (“Pagos de Mejora”), en reconocimiento a sus servicios en relación con las Demandas. Los Pagos de Mejora se pagarán con cargo al Importe Total del Acuerdo, sujeto a la aprobación del Tribunal, y si se conceden, se pagarán a los Demandantes además de su Pago del Acuerdo Individual y Pago PAGA Individual (si procede) a los que tengan derecho en virtud del Acuerdo.

G. Costes de administración del Acuerdo al administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no superará los Diecisiete Mil Setecientos Cincuenta Dólares con Cero Centavos (\$17,750.00) (“Costes de Administración del Acuerdo”) por los costes del proceso de notificación y administración del Acuerdo, incluidos, entre otros, los gastos de notificación del Acuerdo a los Miembros de la Clase, la tramitación de las Solicitudes de Exclusión, las objeciones y las disputas relativas a las Semanas Laborales, el cálculo de los Pagos Individuales del Acuerdo y los Pagos PAGA Individuales, y la distribución de los pagos y los formularios fiscales en virtud del Acuerdo, y se pagarán con cargo al Importe Total del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si desea participar en el Acuerdo y recibir dinero de este, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago Individual de la Clase a menos que decida excluirse del Acuerdo Colectivo.

A menos que elija excluirse del Acuerdo Colectivo, quedará obligado por los términos del Acuerdo Colectivo y por cualquier sentencia que pueda dictar el Tribunal en base al mismo, y se considerará que ha exonerado las Reclamaciones Exoneradas de la Clase descritas en la Sección III.D anterior.

Si usted es un Miembro PAGA, automáticamente será incluido en el Acuerdo PAGA y se le emitirá su Pago PAGA Individual. Esto significa que estará obligado por los términos del Acuerdo PAGA y por cualquier sentencia que pueda dictar el Tribunal en base al mismo, y que exonerará las Reclamaciones PAGA Exoneradas descritas en la Sección III.D anterior.

Los Miembros de la Demanda Colectiva y los Miembros de PAGA no serán responsables por separado del pago de los honorarios de abogados o de las costas y gastos del litigio, a menos que contraten a su propio abogado, en cuyo caso serán responsables de sus propios honorarios y gastos de abogados.

B. Solicitud de exclusión del Acuerdo Colectivo

Si no desea participar en el Acuerdo Colectivo, debe solicitar su exclusión del Acuerdo Colectivo presentando una solicitud por escrito (“Solicitud de Exclusión”), que debe (a) contener el nombre del caso y el número de la Demanda Colectiva (*Alex Hernández contra CHEP Services, LLC, et al.*, Caso No. CIVSB2123946); (b) estar firmada por usted; (c) contener su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su Número de Seguridad Social; (d) indicar claramente que no desea ser incluido en el Acuerdo Colectivo; y (e) ser devuelta por correo al Administrador del Acuerdo, con matasellos **no posterior al 21 de abril de 2025**, a la siguiente dirección:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
hernandez-v-chep-services.phoenixcases.com

Si el Tribunal concede la aprobación definitiva del Acuerdo Colectivo, cualquier Miembro de la Clase que no presente una Solicitud de Exclusión válida y a tiempo no tendrá derecho a recibir un Pago Individual del Acuerdo Colectivo, no estará vinculado por el Acuerdo Colectivo (y la exención de las Reclamaciones Exoneradas de la Clase descritas en la Sección III.D anterior) y no tendrá derecho a objetar, apelar o comentar el Acuerdo Colectivo. Los Miembros de la Clase de Demandantes que no presenten una Solicitud de exclusión serán considerados Miembros de la Clase de Demandantes y quedarán vinculados por todos los términos del Acuerdo, incluidos los relativos a la exoneración de las Demandas descritas en la Sección III.D anterior, así como por cualquier sentencia que pueda dictar el Tribunal en base a los mismos. Todos los Miembros PAGA estarán vinculados al Acuerdo PAGA (y a la liberación de las Reclamaciones Exoneradas PAGA descritas en la Sección III.D anterior) y se les seguirá emitiendo un Pago PAGA Individual, independientemente de que presenten o no una Solicitud de Exclusión.

C. Objetar el Acuerdo Colectivo

Puede oponerse a los términos del Acuerdo Colectivo siempre que no haya presentado una Solicitud de Exclusión, presentando una objeción por escrito (“Notificación de Objeción”) al Administrador del Acuerdo o presentando su objeción en la Audiencia de Aprobación Definitiva.

Una Notificación de Objeción debe (a) incluir el nombre del caso y el número de la Acción (*Alex Hernández contra CHEP Services, LLC, et al.*, Caso No. CIVSB2123946); (b) incluir su nombre completo, firma, dirección y número de teléfono, y los últimos cuatro dígitos de su número de Seguro Social; (c) incluir una declaración escrita de todos los motivos de la objeción acompañada de cualquier apoyo legal para dicha objeción; (d) adjuntar copias de cualquier documento, escrito u otros documentos en los que se base la objeción; y (e) ser devuelta por correo al Administrador del Acuerdo, a la dirección indicada en la Sección IV.B anterior, con matasellos **no posterior al 21 de abril de 2025**.

V. AUDIENCIA DE APROBACIÓN DEFINITIVA

El Tribunal celebrará una Audiencia de Aprobación Definitiva en el Departamento S26 del Tribunal Superior del Condado de San Bernardino, ubicado en San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, el **2 de junio de 2025, a las 8:30 a.m.**, para determinar si el Acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal que apruebe y otorgue los honorarios y costos de los abogados a los Abogados de la Clase, los Pagos de mejora a los Demandantes y los Costos de administración del Acuerdo al Administrador del Acuerdo.

La audiencia puede continuar sin previo aviso a los Miembros de la Clase y a los Miembros de PAGA. No es necesario que comparezca en la Audiencia de Aprobación Definitiva, aunque puede comparecer si lo desea.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de conciliación, debe revisar el Acuerdo de conciliación detallado y otros documentos que obran en los archivos del Tribunal.

Usted puede ver el Acuerdo de conciliación y los documentos presentados en la acción a cambio de una tarifa visitando la oficina del secretario civil, ubicada en 247 West Third Street, San Bernardino, California 92415, durante el horario de atención, o en línea visitando el siguiente sitio web: <https://www-sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, haciendo clic en “Accept (Civil/Appeals)”, haciendo clic en “Click here to access the Portal”, haciendo clic en “Smart Search” y escribiendo el número de caso del tribunal “CIVSB2123946”.

LE ROGAMOS QUE NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN RELATIVA A ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (800) 523-5773, O TAMBIÉN PUEDE PONERSE EN CONTACTO CON EL ABOGADO DE LA CLASE.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1480
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1480
Subtotal Admin Only	\$18,052.03

TOTAL COSTS	\$17,750.00
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May 8, 2025

Case: Hernandez v. CHEP Services, LLC, et al.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	4	\$500.00
Programming Database & Setup	\$125.00	4	\$500.00
Toll Free Setup*	\$143.38	1	\$143.38
Call Center & Long Distance	\$2.00	255	\$510.00
NCOA (USPS)	\$345.00	2	\$690.00
		Total	\$2,343.38

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.20	1,480	\$296.00
Notice Packet & Opt-Out Form	\$1.25	1,480	\$1,850.00
Estimated Postage (up to 1 oz.)	\$0.87	1,480	\$1,287.60
Language Translation	\$1,000.00	1	\$1,000.00
Static Website	250	1	\$250.00
		Total	\$4,998.60

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$1.00	155	\$155.00
Remail Notice Packets	\$1.25	155	\$193.75
Estimated Postage	\$0.60	155	\$93.00
Programing Undeliverables	\$50.00	2	\$100.00
		Total	\$761.75

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	4	\$540.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	1	\$10.00
Case Manager	\$85.00	4	\$340.00
		Total	\$1,310.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	4	\$540.00
Disbursement Review	\$135.00	4	\$540.00
Programming Manager	\$95.00	4	\$380.00
QSF Fees, Bank Account & EIN	\$100.00	4	\$400.00
Check Run Setup & Printing	\$135.00	4	\$540.00
Mail Class Checks, W2 and 1099 *	\$1.25	1,480	\$1,850.00
Estimated Postage Checks, W2 and 1099	\$0.61	1,480	\$902.80
Total			\$5,152.80

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	307	\$460.50
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$120.00	1	\$120.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$3,485.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$18,052.03