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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FRANCISCO HERNANDEZ, LUCIANO ESQUEDA, EFRAIN IBARRA, CARLOS LOPEZ, RAMON ALCALA NAVARRO, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

GOLD POINT TRANSPORTATION, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV35686

[*Assigned for all purposes to Hon. William F. Highberger, Dept. SSC-10*]

DECLARATION OF SCOTT M. LIDMAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT VOL. II

Date: February 10, 2027
Time: 11:00 a.m.
Dept.: SSC-10

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EXHIBIT 3 (continued)

EXHIBIT 3 (continued)

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

(case name and number)

[*Francisco Hernandez, Luciano Esqueda, Efrain Ibarra, Carlos Lopez, and Ramon Alcala Navarro, et al. vs. Gold Point Transportation, Inc.*, Los Angeles County, California Superior Court, Case No. 21STCV35686]

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against ___ (abbreviate name; "XYZ" is used herein as a placeholder)Gold Point Transportation, Inc. ("GOLD POINT") for alleged wage and hourCalifornia labor law violations. The Action was filed by a[n][former] XYZ employee GOLD POINT drivers, Francisco Hernandez, Luciano Esqueda, Carlos Lopez, and Ramon Alcala Navarro whom GOLD POINT classified as independent contractors. _____ ("Plaintiff("Plaintiffs") and seeks payment of (1) back wages [unpaid compensation and other relief] for a class of [e.g., hourly] employees drivers classified by GOLD POINT as independent contractors ("Class Members") who workedoperated a truck for XYZGOLD POINT during the Class Period (_____from September 28, 2017 to _____);December 31, 2022; and (2) penalties under the California Private Attorney General Act ("PAGA") for all [e.g., hourly] employeesdrivers classified by GOLD POINT as independent contractors who workedoperated a truck for XYZGOLD POINT during the PAGA Period (_____from September 28, 2020, to _____)December 31, 2022 ("Aggrieved Employees").

The proposed Settlementsettlement has two main parts: (1) a Class Settlementclass settlement requiring XYZGOLD POINT to fund Individual Class Paymentsindividual class payments, and (2) a PAGA Settlementsettlement requiring XYZGOLD POINT to fund Individualindividual PAGA Paymentspayments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on XYZ'sGOLD POINT's records, and the Parties'parties' current assumptions, **your Individual Class Paymentindividual class payment is estimated to be $__ (less withholding)$___ and your Individualindividual PAGA Paymentpayment is estimated to be $____.$____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individualindividual PAGA Paymentpayment, then according to XYZ'sGOLD POINT's records you are not eligible for an Individualindividual PAGA Paymentpayment under the Settlementsettlement because you didn't work during the PAGA Period.)

The above estimates are based on XYZ'sGOLD POINT's records showing that **you worked ____workweeks** during the Class Period and **you worked ___ workweeks___ pay periods** during the PAGA Period. If you believe that you worked more workweekswork weeks during either periodthe Class Period or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4IV of this Notice.

The Court has already preliminarily approved the proposed Settlementsettlement and approved this Noticenotice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Noticenotice carefully. You will be deemed to have

carefully read and understood it. At the ~~Final Approval Hearing~~final approval hearing, the Court will decide whether to finally approve the ~~Settlement~~settlement and how much of the ~~Settlement~~settlement will be paid to ~~Plaintiff~~Plaintiffs and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires ~~XYZ~~GOLD POINT to make payments under the ~~Settlement~~settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ~~XYZ.~~GOLD POINT.

If you worked for ~~XYZ~~GOLD POINT during the Class Period and/or the PAGA Period, you have two basic options under the ~~Settlement:~~settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed ~~Settlement~~settlement and be eligible for an ~~Individual Class Payment~~individual class payment and/or an ~~Individual~~individual PAGA ~~Payment~~payment. As a ~~Participating Class Member~~participating class member, though, you will give up your right to assert Class Period ~~wage claims~~compensation, reimbursement and ~~PAGA Period penalty~~related claims against ~~XYZ~~GOLD POINT.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the ~~Class Settlement~~class settlement (opt-out) by submitting the written ~~Request~~request for ~~Exclusion~~exclusion or otherwise notifying the Administrator in writing. If you opt-out of the ~~Settlement~~settlement, you will not receive an ~~Individual Class Payment.~~individual class payment. You will, however, preserve your right to personally pursue Class Period ~~wage~~compensation, reimbursement and related claims against ~~XYZ~~GOLD POINT, and, if you are an Aggrieved Employee, remain eligible for an ~~Individual~~individual PAGA ~~Payment~~payment. You cannot opt-out of the PAGA portion of the proposed ~~Settlement~~settlement.

~~XYZ~~GOLD POINT will not retaliate against you for any actions you take with respect to the proposed ~~Settlement.~~settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an ~~Individual Class Payment~~individual class payment and an ~~Individual~~individual PAGA ~~Payment~~payment (if any). In exchange, you will give up your right to assert the ~~wage~~compensation, reimbursement and related claims against ~~XYZ~~GOLD POINT that are covered by this ~~Settlement (~~settlement ("Released Claims~~).~~").
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed ~~Settlement~~settlement, you can opt-out of the ~~Class Settlement~~class settlement by sending the Administrator a written ~~Request~~request for ~~Exclusion~~exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an ~~Individual Class Payment.~~individual class payment. Non-Participating Class Members cannot object to any portion of the proposed ~~Settlement~~settlement. See Section ~~6~~VI of this ~~Notice~~notice. You cannot opt-out of the PAGA portion of the proposed ~~Settlement. XYZ~~settlement. GOLD POINT must pay ~~Individual~~individual PAGA ~~Payments~~payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
~~Participating Class~~ Members Can Object to the Class	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed ~~Settlement~~settlement. The Court's decision whether to finally

Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	approve the ~~Settlement~~settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section ~~7~~VII of this ~~Notice.~~notice.
You Can Participate in the _____ Final Approval Hearing	The Court's final approval hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to GOLD POINT's records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by _____. See Section IV of this notice.

~~**You Can Participate in the _____ Final Approval Hearing**~~	~~The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.~~
~~**You Can Challenge the Calculation of Your Workweeks/Pay Periods** **Written Challenges Must be Submitted by** _____~~	~~The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to XYZ's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.~~

~~1.~~I. WHAT IS THE ACTION ABOUT?

~~Plaintiff is a[n] [~~
Plaintiffs are former~~] XYZ employee.~~ GOLD POINT drivers classified by GOLD POINT as independent contractors. The Action accuses ~~XYZ~~GOLD POINT of violating California labor laws by failing to pay ~~[e.g., overtime wages,~~ minimum wages, wages due upon termination, and reimbursable expenses~~] and,~~ failing to provide ~~[e.g., meal periods, rest breaks and~~ accurate itemized wage statements~~].~~, unlawfully making deductions from wages, and failing to pay all wages upon termination of employment. Based on the same claims, ~~Plaintiff has~~Plaintiffs have also asserted an unfair competition claim and a claim for civil penalties under the California Private Attorneys General Act (~~Labor~~Lab. Code ~~§§,~~ § 2698, *et seq.*~~) ("PAGA"). Plaintiff is~~.). Plaintiffs are represented by attorneys in the Action: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul K. Haines of Haines Law Group, APC.

~~_____ ("Class Counsel.")~~

~~XYZ~~GOLD POINT strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

~~2.~~II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far~~,~~ the Court has made no determination whether ~~XYZ~~GOLD POINT or ~~Plaintiff is~~Plaintiffs are correct on the merits. In the meantime, ~~Plaintiff~~Plaintiffs and ~~XYZ~~GOLD POINT hired ~~☐~~ an experienced, neutral mediator ~~☐ a retired judge~~

~~☐ _____ (describe alternative means of negotiation)~~

in an effort to resolve the Action by negotiating an ~~to end the case by~~ agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a ~~lengthy written~~ settlement agreement ~~("Agreement")~~ and agreeing to ~~jointly~~ ask the Court to enter a judgment ending the Action, Plaintiffs and ~~enforcing the Agreement, Plaintiff and XYZ~~GOLD POINT have negotiated a proposed ~~Settlement~~settlement that is subject to the Court's ~~Final Approval.~~final approval. Both sides agree the proposed ~~Settlement~~settlement is a compromise of disputed claims. By agreeing to settle, ~~XYZ~~GOLD POINT does not admit any violations or concede the merit of any claims.

~~Plaintiff~~ Plaintiffs and Class Counsel strongly believe the ~~Settlement~~settlement is a good deal for you because they believe that: (1) ~~XYZ~~GOLD POINT has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) ~~Settlement~~settlement is in the best interests of the Class Members~~ and Aggrieved Employees.~~. The Court preliminarily approved the proposed ~~Settlement~~settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine ~~Final Approval.~~final approval.

~~3.~~III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ~~XYZ~~GOLD POINT Will Pay $~~—~~2,000,000.00 as the Gross Settlement Amount ~~(~~("Gross Settlement~~). XYZ~~"). GOLD POINT has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the ~~Settlement~~settlement. The Administrator will use the Gross Settlement to pay the ~~Individual Class Payments, Individual~~individual class payments, individual PAGA ~~Payments, Class Representative Service Payment~~payments, class representative service payments, Class Counsel's ~~attorney's~~attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the ~~California Labor and Workforce Development Agency (~~"LWDA"~~).~~. Assuming the Court grants ~~Final Approval, XYZ~~final approval, GOLD POINT will fund the Gross Settlement not more than ~~[~~14~~]~~ days after the ~~Judgment~~judgment entered by the Court ~~become~~becomes final. The ~~Judgment~~judgment will be final on the date the Court enters ~~Judgment~~judgment, or a later date if one or more Participating Class Members object to the proposed ~~Settlement~~settlement or the ~~Judgment~~judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the ~~Final Approval Hearing, Plaintiff and/or~~final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court~~ at the Final Approval Hearing:~~:

   ~~A.~~ A. Up to $ ~~—~~ ~~(~~700,000.00 (35 % of the Gross Settlement~~]~~) to Class Counsel for attorneys' fees and up to $~~—~~35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   ~~B.~~ B. Up to $~~—~~10,000.00 to each Plaintiff as class representative awards (for a ~~Class Representative Award~~total of $40,000.00) for filing the Action, working with Class Counsel and representing the Class. ~~A~~ Class ~~Representative Award~~representative awards will be the only monies ~~Plaintiff~~Plaintiffs will receive under this settlement other than ~~Plaintiff's Individual Class Payment~~Plaintiffs' individual class payments and any ~~Individual~~individual PAGA ~~Payment.~~payments.

~~C.~~ C. Up to $~~——~~7,950.00 to the Administrator for services administering the ~~Settlement.~~settlement.

~~D.~~ D. Up to $~~——~~100,000.00 for PAGA ~~Penalties~~penalties, allocated 75% to the LWDA ~~PAGA Payment~~ and 25~~% in Individual~~%/ to individual PAGA ~~Payments~~payments to ~~the~~ Aggrieved Employees based on their pay periods during the PAGA Period ~~Pay Periods~~.

Participating Class Members have the right to object to any of these deductions~~.~~ except the PAGA penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participating Class Members based on their Class Period workweeks.

~~Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.~~

4. Taxes Owed on Payments to Class Members. ~~Plaintiff~~Plaintiffs and ~~XYZ~~GOLD POINT are asking the Court to approve ~~an allocation of % _____~~that 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of all claims. Each Participating Class Member's Individual Class Payment ~~to taxable wages ("Wage Portion") and % _ to [e.g., interest, etc.] ("Non-Wage Portion.). The Wage Portion~~ is not subject to wage withholdings and will be reported on IRS ~~W-2~~1099 Forms. ~~[Option 1: (XYZ will separately pay employer payroll taxes it owes on the Wage~~

4. ~~Portion.)]~~ The ~~Individual~~individual PAGA ~~Payments~~payments are counted as penalties rather than wages for tax purposes. The Administrator will report the ~~Individual~~individual PAGA ~~Payments and the~~payments on IRS 1099 Forms. ~~Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.~~

Although ~~Plaintiff~~Plaintiffs and ~~XYZ~~GOLD POINT have agreed to these allocations, neither side is giving you any advice on whether your ~~Payments~~payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any ~~Payments~~payments received from the proposed ~~Settlement~~settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed ~~Settlement.~~settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for ~~Individual Class Payments~~individual class payments and ~~Individual~~individual PAGA ~~Payments~~payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

~~☐ will be deposited with the California Controller's Unclaimed Property Fund in your name.~~

~~☐ will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").~~

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the ~~Fund~~fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the ~~Class Settlement~~class settlement, unless you notify the Administrator in writing, not later than ~~_____~~, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed ~~Request~~request for ~~Exclusion~~exclusion by the ~~_____ Response Deadline.~~ _____ response deadline. The ~~Request~~request for ~~Exclusion~~exclusion should be a letter from ~~a~~the Class Member or ~~his/her~~Class Member's representative setting forth ~~a~~the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the ~~Settlement. Excluded~~settlement. Class Members ~~(i.e., Non-Participating Class Members)~~who opt out will

not receive ~~Individual Class Payments~~individual class payments, but will preserve their rights to personally pursue wage and hour claims against ~~XYZ.~~GOLD POINT.

You cannot opt-out of the PAGA portion of the ~~Settlement~~settlement. Class Members who ~~exclude themselves from~~opt out of the ~~Class Settlement (Non-Participating Class Members)~~class settlement remain eligible for ~~Individual~~individual PAGA ~~Payments~~payments and are required to give up their right to assert PAGA claims against ~~XYZ~~GOLD POINT based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will ~~decline to~~not grant ~~Final Approval~~final approval of the ~~Settlement~~settlement or ~~decline~~not enter a ~~Judgment~~judgment. It is also possible the Court will enter a ~~Judgment~~judgment that is reversed on appeal. Plaintiffs and ~~XYZ~~GOLD POINT have agreed that, in either case, the ~~Settlement~~settlement will be void~~: XYZ~~, GOLD POINT will not pay any money, and Class Members will not release any claims against ~~XYZ.~~GOLD POINT.

~~8.~~ Administrator. The Court has appointed a neutral company,
8. ~~———~~ Phoenix Class Action Administration Solutions (the "Administrator") to send this ~~Notice~~notice, calculate and make payments, and process Class Members' ~~Requests~~requests for ~~Exclusion~~exclusion. The Administrator will also decide Class Member ~~Challenges~~challenges over Workweeks, mail and re-~~-~~mail settlement checks and tax forms, and perform other tasks necessary to administer the ~~Settlement~~settlement. The Administrator's contact information is contained in Section ~~9~~IX of this ~~Notice.~~notice.

9. Participating Class Members' Release. After the Judgment is final and ~~XYZ~~GOLD POINT has fully funded the Gross Settlement ~~[Option 1: (and separately paid all employer payroll taxes)],~~ Participating Class Members will be legally barred from asserting any of the claims released under the ~~Settlement~~settlement. This means that unless you opted out by validly excluding yourself from the ~~Class Settlement~~class settlement, you cannot sue, continue to sue~~,~~ or be part of any other lawsuit against ~~XYZ~~GOLD POINT or related entities for ~~wages~~compensation based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this ~~Settlement.~~settlement.

~~The~~Specifically, the Participating Class Members will be bound by the following release:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, ~~heirs,~~ administrators, successors~~,~~ and assigns, release Released Parties from ~~(i)~~ all claims that were alleged, or reasonably could have been alleged, based on the ~~Class Period~~ facts ~~stated~~and allegations in the Operative Complaint ~~[and ascertained in the course of the Action]~~ [that are alleged to have occurred during the Class Period, including~~, e.g., "(a) any and all~~ claims ~~involving any alleged~~ for: (1) failure to pay all minimum wages owed; (2) failure to provide accurate, itemized wage~~; etc.].~~ statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions from wages; (5) failure to pay all wages owed upon termination, and (6) unfair competition based on the claims above. Except as set forth in Section ~~6~~5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on ~~facts~~events occurring outside the Class Period~~.~~[viii].

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and ~~XYZ~~GOLD POINT has paid the Gross Settlement ~~(and separately paid the employer-side payroll taxes),~~ all Aggrieved Employees will be barred from asserting PAGA claims against ~~XYZ~~GOLD POINT, whether or not they exclude themselves from the Settlement. This means

that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the ~~Class Settlement~~class settlement, cannot sue, continue to sue~~,~~ or participate in any other PAGA claim against ~~XYZ~~GOLD POINT or its related entities based on the PAGA Period facts alleged in the Action and resolved by this ~~Settlement.~~settlement.

~~The~~
Specifically, the Aggrieved Employees' ~~Releases for Participating and Non-Participating Class Members are~~Release is as follows:

> ~~All Participating and Non-Participating Class Members who are~~All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, ~~heirs,~~ administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the ~~PAGA Period~~ facts ~~stated~~and allegations in the Operative Complaint~~[,] [and]~~ that are alleged to have occurred during the PAGA Period and the PAGA Notice ~~[and ascertained in the course of the Action]~~[including~~, e.g., (a)~~ any ~~and all~~ PAGA-based penalty claims ~~involving any alleged~~ for: (1) failure to pay all minimum wages owed; (2) failure to provide accurate, itemized wage~~; etc.]~~. statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions from wages; and (5) failure to pay all wages owed upon termination.

~~4.~~IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate ~~Individual Class Payments~~individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate ~~Individual~~individual PAGA ~~Payments~~payments by (a) dividing $~~—~~25,000.00 by the total number of PAGA ~~Pay Periods~~Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period ~~Pay Periods~~pay periods worked by each individual Aggrieved Employee.

~~3.~~ Workweek~~/Pay Period~~ Challenges. The number of ~~Class~~ Workweeks you worked during the Class Period ~~and the number of PAGA Pay Periods you worked during the PAGA Period~~, as recorded in ~~XYZ's~~GOLD POINT's records, ~~are~~is stated in the first page of this ~~Notice~~notice. You have until ~~—~~_____ to challenge the number of Workweeks ~~and/or Pay Periods~~ credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section ~~9~~IX of this ~~Notice~~notice has the Administrator's contact information.

3. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept ~~XYZ's~~GOLD POINT's calculation of Workweeks ~~and/or Pay Periods~~ based on ~~XYZ's~~GOLD POINT's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek ~~and/or Pay Period~~ challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and ~~XYZ's~~GOLD POINT's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

~~5.~~V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the ~~Individual Class Payment~~individual class payment and the ~~Individual~~individual PAGA ~~Payment.~~payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single ~~Individual~~individual PAGA ~~Payment~~payment check to every Aggrieved Employee who opts out of the ~~Class Settlement (i.e., every Non-Participating Class Member).~~class settlement.

Your check will be sent to the same address as this ~~Notice~~notice. If you change your address, be sure to notify the Administrator as soon as possible. Section ~~9~~IX of this ~~Notice~~notice has the Administrator's contact information.

~~6.~~VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

~~Submit~~To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number~~,~~ and a simple statement that you do not want to participate in the ~~Settlement~~settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as ~~_____~~*Francisco Hernandez,et al. vs. Gold Point Transportation, Inc.*, Los Angeles County, California Superior Court, Case No. 21STCV35686, and include your identifying information (full name, address, telephone number, approximate dates of employment~~,~~ and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **~~The Administrator~~ You must ~~be sent~~send your request to be excluded to the Administrator by ~~_____~~ _____, or it will be invalid.** Section ~~9~~IX of the ~~Notice~~notice has the Administrator's contact information.

~~7.~~VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the ~~Settlement~~settlement. Before deciding whether to object, you may wish to see what ~~Plaintiff~~Plaintiffs and ~~XYZ~~GOLD POINT are asking the Court to approve. At least ~~_____~~sixteen (16) days before the ~~___ Final Approval Hearing~~[DATE] final approval hearing, Class Counsel and/or ~~Plaintiff~~Plaintiffs will file in Court ~~(1)~~ a Motion for Final Approval that includes, among other things, the reasons why the proposed ~~Settlement~~settlement is fair~~,~~ and ~~(2) a Motion for Fees, Litigation Expenses and Service Award stating~~states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount ~~Plaintiff is~~Plaintiffs are requesting as ~~a Class Representative Service Award.~~class representative service payments. Upon reasonable request, Class Counsel (whose contact information is in Section ~~9~~IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's ~~Website~~website, https://www.phoenixclassaction.com/contact-us/class-member-inquiries/ or the Court's website https://www.lacourt.ca.gov/home.

~~_____ (url) _____ or the Court's website _____ (url) _____.~~

A Participating Class Member who disagrees with any aspect of the ~~Agreement,~~settlement or the Motion for Final Approval ~~and/or Motion for Fees, Litigation Expenses and Service Award~~ may wish to object, for example, that the proposed ~~Settlement~~settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is** _____. ____. Be sure to tell the Administrator what you object to, why you object~~,~~ and any facts that support your objection. Make sure you identify the Action ——*Francisco Hernandez, et al. vs. Gold Point Transportation, Inc.*, Los Angeles County, California Superior Court, Case No. 21STCV35686 and include your name, current address, telephone number and approximate dates of employment for GOLD POINT and sign the objection. Section IX of this notice has the Administrator's contact information.

~~telephone number, and approximate dates of employment for [XYZ] and sign the objection. Section 9 of this Notice has the Administrator's contact information.~~

~~Alternatively~~
Additionally, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the ~~Final Approval Hearing.~~final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section ~~8~~VIII of this ~~Notice~~notice (immediately below) for specifics regarding the ~~Final Approval Hearing.~~final approval hearing.

~~8.~~VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the ~~Final Approval Hearing~~final approval hearing on ~~——~~[DATE] at ~~(time)~~ [TIME] in Department ~~[~~7~~]~~10 of the ~~Los Angeles~~ Superior Court of Los Angeles County, located at 312 North Spring Street, Los Angeles, CA 90012. At the ~~Hearing~~hearing, the judge will decide whether to grant ~~Final Approval~~final approval of the ~~Settlement~~settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff~~,~~ and the Administrator. The Court will invite comment from objectors, Class Counsel and ~~Defense Counsel~~defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https~~://www.lacourt.org/lacc/.~~://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the ~~Final Approval Hearing.~~final approval hearing. You should check the Administrator's website ~~——~~https://www.phoenixclassaction.com/contact-us/class-member-inquiries/ beforehand or contact Class Counsel to verify the date and time of the ~~Final Approval Hearing.~~final approval hearing.

~~9.~~IX. HOW CAN I GET MORE INFORMATION?

The ~~Agreement~~settlement agreement sets forth everything ~~XYZ~~GOLD POINT and ~~Plaintiff~~Plaintiffs have promised to do under the proposed ~~Settlement~~settlement. The easiest way to read the ~~Agreement~~settlement agreement, the ~~Judgment~~judgment or any other ~~Settlement~~settlement documents is to go to ~~——(specify entity)'s~~the Court website at ~~(url)~~ ——https://www.lacourt.ca.gov/home. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (~~http://www.lacourt.org/casesummary/ui/index.aspx)~~https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) and entering the Case Number for the Action, Case No. ~~————~~21STCV35686. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:
Name of Attorney: Scott M. Lidman, Milan Moore and Tiara Gose-Hardy
Email Address: slidman@lidmanlaw.com; mmoore@lidmanlaw.com; tgose@lidmanlaw.com

Name of Firm: Lidman Law, APC
Mailing Address: 2155 Campus Drive, Suite 150, El Segundo, California 90245
Telephone: (424) 322-4772

Name of Attorney: Paul K. Haines
Email Address: phaines@haineslawgroup.com
Name of Firm: Haines Law Group, APC
Mailing Address: 2155 Campus Drive, Suite 180, El Segundo, California 90245
Telephone: (424) 292-2350

Settlement Administrator:
Name of Company: Phoenix Class Action Administrations Solutions

Email Address: info@phoenixclassaction.com
Mailing Address:
Telephone: 1-888-723-0058
Fax Number:

~~10.~~X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

~~☐ you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds~~

~~☐ you will have no way to recover the money.~~

~~11.~~XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address~~.~~: https://www.phoenixclassaction.com/contact-us/.

~~[i] This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.~~

~~[ii] Whether the "date of preliminary approval" yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties' *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount "represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)~~

~~[iii] See endnote ii above.~~

~~[iv] The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.~~

~~[v] The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.~~

~~[vi] Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)~~

[vii] Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ's estimates.

[viii] Releases in Notice should track the releases in the Settlement Agreement.

EXHIBIT 4

EXHIBIT 4

Christopher C. McNatt, Jr. (SBN 174559)
cmcnatt@scopelitis.com
Youngki Sohn (SBN 283587)
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Attorneys for Defendant,
GOLD POINT TRANSPORTATION, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURT

FRANCISCO HERNANDEZ, LUCIANO ESQUEDA, EFRAIN IBARRA, CARLOS LOPEZ, RAMON ALCALA NAVARRO, as individuals and on behalf of all others similarly situated, Plaintiffs, vs. GOLD POINT TRANSPORTATION, INC., a California corporation, and DOES 1 to 100 inclusive, Defendants.	Case No.: 21STCV35686 *[Assigned to the Honorable William F. Highberger, Dept. 10]* **DECLARATION OF JAMES CHUNG IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Complaint Filed: September 28, 2021 Trial Date Not set

I, James Chung, declare as follows:

1. I am the president of Gold Point Transportation, Inc., and I submit this declaration in support of the Motion for Preliminary Approval of Class Action Settlement.

2. Per the Settlement Agreement in the above-captioned case, the Claims Administrator is Phoenix Class Action Administration Solutions. Neither I nor any officer or owner of Gold Point Transportation, Inc., has any relationship with or plays any role in Phoenix Class Action Administration Solutions.

3. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement Agreement in the above-captioned case.

I declare under penalty of perjury that the above information is true and correct to the best of my knowledge, information and belief, and that this declaration was signed this 7th day of October 2026 at Wilmington, California.



James Chung

EXHIBIT 5

EXHIBIT 5

Christopher C. McNatt, Jr. (SBN 174559)
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Attorneys for Defendant,
GOLD POINT TRANSPORTATION, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURT

FRANCISCO HERNANDEZ, LUCIANO ESQUEDA, EFRAIN IBARRA, CARLOS LOPEZ, RAMON ALCALA NAVARRO, as individuals and on behalf of all others similarly situated, Plaintiffs, vs. GOLD POINT TRANSPORTATION, INC., a California corporation, and DOES 1 to 100 inclusive, Defendants.	Case No.: 21STCV35686 *[Assigned to the Honorable William F. Highberger, Dept. 10]* **DECLARATION OF CHRISTOPHER C. MCNATT, JR., IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Complaint Filed: September 28, 2021 Trial Date Not set

I, Christopher C. McNatt, Jr., declare as follows:

1. I am a licensed California attorney that is admitted to practice before all state courts in California. I am counsel of record for Defendant Gold Point Transportation, Inc., and I submit this declaration in support of the Motion for Preliminary Approval of Class Action Settlement.

2. Per the Settlement Agreement in the above-captioned case, the Claims Administrator is Phoenix Class Action Administration Solutions. Neither I or any member

of my firm has any relationship with or plays any role in Phoenix Class Action Administration Solutions.

3. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement Agreement in the above-captioned case.

I declare under penalty of perjury that the above information is true and correct to the best of my knowledge, information and belief, and that this declaration was signed this 23rd day of September 2026 at Pasadena, California.



Christopher C. McNatt, Jr.

4911-1522-7607, v. 1