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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ALAMEDA
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11 WILLIAM MITTIE, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.
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16 CARRY TRANSIT, LLC, a Delaware
17 Limited Liability Company; HENIFF
TRANSPORTATION SYSTEMS, LLC, a
18 Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

19 Defendants.
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Case No.: 22CV008178
*[Assigned to Hon. Evelio Grillo, Dept. 21, for all
purposes]*

[PROPOSED] ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) **DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

Complaint filed: March 9, 2022

24
25 Having reviewed and read the Class and Representative Action Settlement Agreement and
26 Release of Claims (the “Settlement Agreement”) between Plaintiff William Mittie and Defendant
27 Carry Transit, LLC (collectively, the “Parties”), as well as the Memorandum of Points and
28 Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action

1 Settlement, the documents submitted in support of the motion, and all supporting legal authorities
2 and documents, IT IS HEREBY ORDERED:

3 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
4 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
5 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
6 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
7 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
8 arms-length negotiations conducted after the Parties adequately investigated and became familiar
9 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
10 the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

11 2. For settlement purposes only, the Court finds that the proposed Class is
12 ascertainable and that there is a sufficiently defined community of interest among the Class
13 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
14 Class, for settlement purposes only:

15 All current and former California resident truck drivers who were employed by
16 Defendant Carry Transit, LLC, and who drove in California at any time during the
17 Class Period.

18 3. Additionally, the "Aggrieved Employees" are defined to include: all current and
19 former California resident truck drivers who were employed by Defendant Carry Transit, LLC,
20 and who drove in California at any time during the PAGA Period.

21 4. As set forth in the Settlement Agreement and as relevant to Class and Aggrieved
22 Employees definitions: (a) "Class Period" means the period of March 9, 2018, through January
23 10, 2024, and (b) "PAGA Period" means the period of March 9, 2021, through January 10, 2024.

24 5. The class action settlement set forth in the Settlement Agreement between Plaintiff
25 and Defendant is preliminarily approved as it appears to be proper, to fall within the range of a
26 fair, reasonable and adequate settlement, and to be presumptively valid, subject only to any
27 objections that may be raised at the Final Approval Hearing.
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1 6. For settlement purposes only, the Court appoints Plaintiff William Mittie as Class
2 Representative, and Brian Mankin and Kristina Carlson as Class Counsel.

3 7. The Court approves Phoenix Settlement Administrators to act as the Settlement
4 Administrator.

5 8. The Court approves, as to form and content, the Class Notice, which is attached
6 hereto as **Exhibit A**, and finds that the Class Notice satisfies the requirements of California Rule
7 of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of
8 the final approval hearing date, the proposed settlement terms and of their options, including: (1)
9 the nature of the action, the definition of the Class, the identity of Class Counsel, and the essential
10 terms of the Settlement; (2) Plaintiff's and Class Counsel's applications for the Class
11 Representative Service Payment, and Class Counsel's request for attorneys' fees and costs; (3) a
12 formula used to determine the Class Member's estimated Individual Class Payment; (4) Class
13 Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or
14 submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional
15 information regarding the action and Settlement. Counsel for the Parties are authorized to correct
16 any typographical errors in settlement and make clarifications, to the extent the same are found
17 or needed, so long as such corrections do not materially alter the substance of the documents.

18 9. The Court approves the procedure for Class Members to participate in, request
19 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
20 and the Class Notice.

21 10. The Court finds that the deadlines and method set forth in the Settlement
22 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
23 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
24 entitled to notice, and otherwise satisfy the requirements of California law and due process.

25 11. The Court directs the Settlement Administrator to perform address verification
26 measures and mail the Class Notice by first class mail to the Class Members not later than ten
27 (10) calendar days after it receives the "Class Data" as defined in the Settlement Agreement and
28 to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in

conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until sixty (60) calendar days after the mailing of the Class Notice to submit his or her objection or request to be excluded, pursuant to the procedures set forth in the Class Notice.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the following cy pres in accordance with CCP section 384: Bay Area Legal Aid – Working Together for Justice (baylegal.org), as set forth in the Settlement Agreement.

14. The following dates shall govern for purposes of this settlement:

April 23, 2024	Preliminary Approval (PA) hearing
May 17, 2024 (24 days after PA)	Deadline for Settlement Administrator to complete first mailing of the Notice to all Class Members.
July 16, 2024 (60 days after mailing Class Notice)	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of attorneys' fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
TBD (Approximately September 5, 2024 - 135 days after Preliminary Approval)	Final Approval Hearing.

15. A final approval hearing shall be held in this Court on _____, 2024 at 1:30 p.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate

1 and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award
2 to Class Counsel; and (3) the amount of the Service Payment to the Class Representative. The
3 Court may continue or adjourn the final approval hearing without further notice to the Class
4 Notice.

5 16. Counsel for the parties shall file memoranda, declarations, or other statements and
6 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
7 costs, Class Representative's Service Payment, Settlement Administration Costs, and payment to
8 LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set
9 by the Code of Civil Procedure and the California Rules of Court.

10 17. Neither this Order, the Settlement Agreement, nor any document referred to
11 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
12 may be construed as, or may be used as an admission by or against Defendant or any of the other
13 Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing
14 or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
15 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
16 be evidence of, an admission or concession with regard to the denials or defenses by Defendant
17 or any of the other Released Parties and shall not be offered in evidence in any action or
18 proceeding against Defendant or any of the Released Parties in any court, administrative agency
19 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order,
20 the Settlement Agreement, or any related agreement or release.

21 18. The Court may, for good cause shown, extend any of the deadlines set forth in this
22 Order.

23 19. In the event that the Settlement Agreement does not receive final approval or the
24 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
25 shall be vacated.

26 20. Pending the Final Approval hearing, all proceedings in this action, other than
27 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
28 Order, are stayed.

1 21. The terms of the Settlement Agreement are fully incorporated and adopted through
2 this Court's order.

3 22. Counsel for the parties are hereby authorized to utilize all reasonable procedures
4 in connection with the administration of the Settlement which are not materially inconsistent with
5 either this Order or the terms of the Settlement.

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7 Date: _____

8 Hon. Evelio Grillo
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EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Mittie v. Carry Transit, LLC, et al.

(Alameda County Superior Court, Case No. 22CV008178)

***The Alameda County Superior Court 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 a class action lawsuit (“Action”) against Carry Transit, LLC (“Defendant”) for alleged unpaid wage claims.

The Action was filed by a former employee of Defendant’s, and seeks payment of unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of the “Class Members” defined as all current and former California resident truck drivers who were employed by Defendant Carry Transit, LLC, and who drove in California at any time during the Class Period (which is March 9, 2018, through January 10, 2024). The Action also seeks penalties under the California Private Attorney General Act (“PAGA”) for all “Aggrieved Employees” defined as all current and former California resident truck drivers who were employed by Defendant Carry Transit, LLC, and who drove in California at any time during the PAGA Period (which is March 9, 2021, through January 10, 2024).

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

[CLASS MEMBER NAME] **[ID/CONTROL NUMBER]**

Two Parts	Weeks Worked During: Class Period (Class Member) and PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendant’s records, and the Parties’ current assumptions, your estimated Individual Class Payment (less withholding) and your Individual PAGA Payment are shown in the chart above, along with the Workweeks you are credited with working during the Class Period and PAGA Period, respectively,. The actual amount you may receive could be adjusted depending on several factors. (If no amount is stated for your Individual PAGA Payment, then you are not eligible for an Individual PAGA Payment because you did not work during the PAGA Period.

If you believe that you worked more weeks during either period than Defendant’s records show in the chart above, you can submit a challenge by **DATE**, 2024 (“**Response Deadline**”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or not act. Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you drove for Carry Transit in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do <u>not</u> wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2024 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by [REDACTED], 2024 (see Section 7 for details on how to object). You may <i>either</i> object or exclude yourself from the Settlement. If you attempt to do both, your exclusion will be honored and your objection will be disregarded.
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to dispute your credited Weeks Worked). Defendant’s records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: [REDACTED], 2024 TIME: [REDACTED]	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. 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.

1. WHAT IS THE ACTION ABOUT?

Plaintiff and Class Representative, William Mittie, was a former employee of Carry Transit. The Action accuses Defendant of violating California labor laws due to the alleged: failure to pay minimum wages, failure to pay for rest and recovery periods under Labor Code § 226.2, failure to provide meal periods, failure to provide rest breaks, failure to reimburse for expenses, failure to timely pay final wages, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action (“Class Counsel”). See Section 9 below for their contact information.

Defendant strongly denies violating any laws or failing to pay any wages and contend it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating 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 and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant Will Pay \$425,000 as the Gross Settlement Amount. Defendant has agreed to deposit \$425,000 (the “Gross Settlement Amount”) into an account controlled by a neutral third party, the Settlement Administrator (or “Administrator”). The Gross Settlement Amount could increase if all Class Members collectively worked more than 5,293 Workweeks during the Class Period. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Settlement approximately 30 days after the Court’s judgment is final, meaning after the deadline to file an appeal or an appeal is resolved.

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

- A. Up to one-third of the Settlement Amount to Class Counsel for attorneys’ fees (currently estimated to be \$141,666.66) and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500 to the Class Representative as a Service Payment for filing the Action, working with Class Counsel, representing the Class and signing a release of all known and unknown claims he may have against Defendant. The Class Representative’s Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$XX to the Administrator for services administering the Settlement (unless the Court approves a higher or lower amount).
- D. Up to \$42,500 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments to all Aggrieved Employees, which will be divided based on their share of Weeks Worked during the PAGA Period.

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 remainder (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.67% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be issued to an organization that works to benefit employees. The Parties have selected Bay Area Legal Aid – Working Together for Justine (baylegal.org) as the organization to receive uncashed check funds.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you opt-out of the Settlement no later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void; Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion and Objections (if any). The Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

After the Court’s judgment is final, and Defendant has paid the Settlement Amount , the Participating Class Members (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns), will release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative Complaint, including claims for failure to pay minimum or regular wages for all hour worked, failure to pay for nonproductive time, failure to pay for rest and recovery periods, failure to reimburse business expenses, failure to pay timely wages during employment, failure to pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, and maintain required payroll records in violation of Labor Code sections 200-204, 208, 210, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, or Industrial Welfare Commission Orders 4-2001 and 9-2001, or Business and Professions Code section 17200, et seq., which are premised on the same allegations, and Cal. Code Regs., tit. 8, section 11090 (the “Released Class Claims”). The operative release period for the Released Class Claims is the Class Period.

“Released Parties” includes Defendant, its parents, subsidiaries and affiliates (including Heniff Transportation Systems, LLC) and each of their current and former owners, directors, officers, employees, agents, and insurers.

10. Release of Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Settlement Amount, Plaintiff, the State of California, the LWDA and Aggrieved Employees shall release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including violations premised on violation of Labor Code sections 200-204, 208, 210, 218.6, 221-223, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, IWC Wage Orders 4, including §§ 3(A), 4, 3(A), 11, 12, and Cal. Code Regs., tit. 8, section 11090 (the "Released PAGA Claims"). The operative release period for the Released PAGA Claims is the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,625 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **INSERT DATE HERE** ("Response Deadline") to dispute the number of Workweeks credited to you by submitting evidence to the Administrator.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of weeks worked based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a "Request for Exclusion" letter/card postmarked no later than , 2024 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE CARRY TRANSIT LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an

Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as Mittie v. Carry Transit, LLC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number or your date of birth for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by [REDACTED], 2024 (the “Response Deadline”), or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED], 2024 (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and the objection must include your full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number (Mittie v. Carry Transit, LLC, Case No. 22CV008178), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2024.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

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

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2024, the Court will hold a public hearing in Department 21 of the Alameda County Superior Court, located at 24405 Amador Street, Hayward, CA 94544, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff’s request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail.

Settlement Administrator
Name Mailing Address Telephone Number

If you wish to communicate directly with Class Counsel, you may contact them at the contact information noted here:

Class Counsel
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Kristina Carlson, Esq. <i>kristina@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on XX, 2024 and which is available to be inspected at any time during regular business hours the Office of the Clerk, Alameda County Superior Court, located at 24405 Amador Street, Hayward, CA 94544.

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.