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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOHN LEDBETTER, ROBERT AARON, ANTONIO SEGOVIA, JOSEPH HICKS, WILLIAM SHEARER, DAVID LAMOUNT GAYLES, and JOSUE BUENROSTRO on behalf of themselves and all others similarly situated, Plaintiffs, v. CJ LOGISTICS AMERICA, LLC, an Illinois Limited Liability Company; and DOES 1-50, inclusive, Defendant.	Case No.: CIVSB2207118 [*Assigned for all purposes to the Hon. David E. Driscoll, Dept. S22*] **DECLARATION OF MAYRA GONZALEZ WITH RESPECT TO NOTICE AND SETTLEMENT ADMINISTRATION** Date: September 18, 2025 Time: 8:30 a.m. Dept.: S22 Action Filed: April 7, 2022 Removal Date: June 10, 2022 Remand Date: December 19, 2024 Trial Date: None Set

DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *John Ledbetter, et al. v. CJ Logistics America, LLC.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Proposed Class Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from October 7, 2020 to April 24, 2025 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from April 6, 2021 to April 24, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, Service Enhancement to the Class Representatives, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On May 6, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member ("Class List") during the Class Period. The final mailing list contained one thousand nine hundred thirty-four (1,934) individuals identified as Class Members.

4. On May 16, 2025 Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On May 16, 2025, Phoenix mailed the Notice via U.S. first class mail to all one thousand nine hundred thirty-four (1,934) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, eight (8) Notices have been returned to Phoenix. None were returned with a forwarding address. For the eight (8) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the eight (8) Notices that were skip traced, eight (8) updated addresses were obtained and the Notice was promptly re-mailed to the Class Members via first class mail.

7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was July 15, 2025.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was July 15, 2025.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek Disputes from Class Members. The deadline for submitting a dispute was July 15, 2025.

10. There are one thousand nine hundred thirty-four (1,934) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of one hundred ten thousand three hundred thirteen (110,313) Workweeks during the Class Period. Each Workweek is valued at approximately $10.91.

11. The Net Settlement Value of $1,203,749.93 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($716,666.67), and Class Counsel costs ($53,583.40), requested Service Enhancement Awards totaling

($55,000.00), the PAGA Amount ($100,000.00), and the requested Settlement Administration Costs ($21,000.00) from the Gross Settlement Value ($2,150,000.00).

12. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $2,597.09, the lowest Individual Settlement Share to be paid is approximately $10.91, while the average Individual Settlement Share to be paid is approximately $622.41. 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").

13. Additionally, $100,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $25,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are one thousand seven hundred eighty-eight (1,788) Aggrieved Employees who worked a total of fifty-three thousand six hundred twelve (53,612) Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $98.39, and the average Individual PAGA Payment to be paid is approximately $13.98.

14. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

15. Phoenix's costs associated with the administration of this matter are $21,000.00. 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 14th day of August 2025, at Orange, California.

Mayra Gonzalez

MAYRA GONZALEZ

Exhibit A

John Ledbetter, et al. v. CJ Logistics America, LLC
CIVSB2207118
SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: All persons who were employed by CJ Logistics America, LLC within the State of California as an hourly, non-exempt employee at any time from October 7, 2020, through April 24, 2025.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS. YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.

I. INTRODUCTION

A proposed class action settlement (the "Settlement") of the above-captioned action (the "Action") pending in the Superior Court of California, County of San Bernardino (the "Court"), has been reached by the parties and has been granted preliminary approval by the Court presiding over the Action.

A final settlement hearing is currently scheduled to be held on **September 18, 2025,** at **8:30 a.m.** to determine whether the Settlement should be granted final approval ("Final Approval Hearing"). CJ Logistics America, LLC's ("Settling Defendant's") records show that you were employed by Settling Defendant within the State of California as an hourly, non-exempt employee during the period between October 7, 2020 and April 24, 2025 ("Class Period") and therefore are a Class Member in this Action. As a Class Member, you may be entitled to money under the Settlement and your legal rights may be affected. The purpose of this Notice is to (1) describe the Action, (2) inform you of the terms of the Settlement, and (3) inform you of your rights and options in connection with the Settlement.

II. SUMMARY OF THE ACTION

Plaintiffs John Ledbetter, Antonio Segovia, Robert Aaron, Joseph Hicks, William Shearer, Josue Buenrostro, and David Lamount Gayles ("Plaintiffs" or "Named Plaintiffs") are former employees of CJ Logistics America, LLC. The instant Action was filed on April 7, 2022. An amended complaint was filed on December 14, 2022, a second amended complaint was filed on August 2, 2024, and a third amended complaint was filed on March 17, 2025 (the "Complaints"). Plaintiffs allege in the Complaints that, during the Class Period, they and other non-exempt employees of Settling Defendant were subjected to various California Labor Code violations, including failure to pay overtime compensation, failure to pay all sick time, failure to pay all vested vacation time, failure to provide meal periods, failure to permit rest breaks, failure to timely pay wages, failure to provide accurate itemized wage statements, and failure to pay minimum rate wages. Plaintiffs also allege that Settling Defendant violated California Business & Professions Code sections 17200 *et seq.* by engaging in the alleged Labor Code violations. Plaintiffs also seek civil penalties based on the alleged violations. Plaintiffs seek to maintain a class action for their claims on behalf of themselves as individuals and on behalf of all similarly situated individuals who were employed by Settling Defendant as hourly, non-exempt employees in California at any time during the Class Period.

Settling Defendant denies that it violated the law in any way as described in the Complaints and believes that they properly paid Plaintiffs and putative Class Members under applicable law. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that Settling Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court granted preliminary approval of the Settlement on April 24, 2025, on behalf of a Settlement Class defined as:

> All persons who were employed by CJ Logistics America, LLC within the State of California as hourly, non-exempt employees at any time from October 7, 2020, through April 24, 2025.

At that time, the Court also preliminarily approved Plaintiffs to serve as the Class Representatives, and Haines Law Groups, APC, Bokhour Law Group, P.C., Falakassa Law, P.C., The Gould Law Firm, Lavi & Ebrahimian, LLP, and James Hawkins APLC to serve as Class Counsel.

III. SUMMARY OF SETTLEMENT TERMS

<u>Settlement Amount</u>. Settling Defendant has agreed to pay an amount not to exceed $2,150,000.00 (the "Gross Settlement Value") to fully resolve the claims in the Action. This Gross Settlement Value ("GSV") includes, but is not limited to, all settlement payments to Class Members, Class Counsel's attorneys' fees and litigation expenses, all Settlement Administration expenses, payments to individuals and the California Labor and Workforce Development Agency ("LWDA") under the California Private Attorneys General Act ("PAGA"), and Enhancement Awards to the Class Representatives, as outlined below. In addition to the GSV, Settling Defendant will separately pay any employer-side payroll taxes.

<u>Settlement Administration and Other Payments</u>. The Court has tentatively approved certain payments to be made from the GSV as follows, which will be subject to final Court approval:

- <u>Settlement Administration</u>. Payment to the Settlement Administrator, estimated not to exceed $21,000.00 for the expense of notifying the Class Members of the Settlement, processing claims and opt-outs submitted by Class Members, and distributing settlement payments.

- Attorneys' Fees and Expenses. Payment to Class Counsel of reasonable attorneys' fees, not to exceed one-third (33.33%) of the GSV, as reasonable compensation for the work Class Counsel has performed in this Action, and will continue to perform through settlement finalization, and an additional amount for reimbursement of litigation expenses actually incurred in connection with the Action, not to exceed $60,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Service Enhancement to the Class Representatives. Enhancement Awards not to exceed $10,000.00 to Class Representatives John Ledbetter, Robert Aaron, Joseph Hicks, and Antonio Segovia, and not to exceed $5,000.00 for Class Representatives William Shearer, Josue Buenrostro, and David Lamount Gayles to compensate them for services on behalf of the Class in initiating and prosecuting the Action. This payment is in addition to whatever payments the Class Representatives are otherwise entitled to as Class Members.
- Payment to LWDA. A payment of $75,000.00 will be made to the LWDA for its portion of the Settlement allocated to civil penalties under PAGA.
- PAGA Group Payment. A payment of $25,000.00 for Class Members' portion of the Settlement allocated to civil penalties under PAGA (the "PAGA Group Payment") will be made to the "PAGA Group," which consists of all persons who were employed by Settling Defendant within the State of California as hourly, non-exempt employees at any time from April 6, 2021, through April 24, 2025 (the "PAGA Period").

Calculation of Class Member Awards. The Settlement Administrator will make settlement payments automatically to each Class Member who does not choose to opt out of the Settlement. All settlement payments to Class Members will come from the Net Settlement Value ("NSV"), which shall be the GSV minus the payments identified above. If you wish to exclude yourself from the Settlement Class, you must submit a written request to opt out to the Settlement Administrator, as described below in Section IV. From the GSV, the Settlement Administrator will also pay each member of the PAGA Group his or her share of the PAGA Group Payment, regardless of whether he or she chooses to opt out of the Settlement. Specific calculations of settlement payments shall be made as follows:

1. Payments from the NSV to Class Members.

   a) The Settlement Administrator will allocate a percentage of the NSV to each Class Member who does not choose to opt out of the Settlement. The percentage of the NSV allocated to each Class Member shall be determined as follows:

      i. The Settlement Administrator will divide the NSV by the total number of workweeks of all Class Members during the Class Period to calculate the "Workweek Class Payment."

      ii. The Settlement Administrator will calculate each Class Member's "Individual Class Payment" by multiplying the "Workweek Class Payment" by the number of workweeks the Class Member worked during the Class Period.

2. Payments from the PAGA Group Payment to Members of the PAGA Group.

   a) The Settlement Administrator will allocate a percentage of the PAGA Group Payment to each member of the PAGA Group regardless of whether he or she chooses to opt out of the Settlement. The percentage of the PAGA Group payment allocated to each individual in the PAGA Group shall be determined as follows:

      i. The Settlement Administrator will divide the PAGA Group Payment by the total number of pay periods of all members of the PAGA Group during the PAGA Period to calculate the "Pay Period PAGA Payment."

      ii. The Settlement Administrator will calculate each member of the PAGA Group's "Individual PAGA Payment" by multiplying the "Pay Period PAGA Payment" by the number of pay periods that the member of the PAGA Group was employed during the PAGA Period.

3. The disbursement to each Class Member shall be the number which results from adding his or her Individual Class Payment to his or her Individual PAGA Payment, if any.

   a) How much you can expect to receive:

      i. Based on Settling Defendant's business records, you worked «Total_Weeks» during the Class Period. Accordingly, your estimated Individual Class Payment is «ESA_Before_Paga».

      ii. Based on Settling Defendant's business records, you worked «PAGA_Pay_Periods» during the PAGA Period. Accordingly, your estimated Individual PAGA Payment is «PAGA_Amount».

b) If you disagree with the number of workweeks or pay periods you are credited with being employed during the Class Period and/or PAGA Period, you may submit to the Settlement Administrator a written statement regarding your workweek dispute. To be valid, your dispute should (1) set forth your name, address, telephone number, and last four digits of your Social Security Number, (2) be accompanied by documentation supporting the number of workweeks or pay periods you believe should be credited to you (for example, copies of your pay stubs), and (3) be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the address below and be postmarked on or before July 15, 2025:

Ledbetter et al. v. CJ Logistics America, LLC
c/o Phoenix Settlement Administrators
P.O. Box 7208,
Orange, CA 92863

Only Class Members who do not opt out of the Settlement as provided for below will be entitled to receive an Individual Class Payment. Members of the PAGA Group will be entitled to receive an Individual PAGA Payment pursuant to the Settlement regardless of whether they choose to opt out of the Settlement. If the conditions of the Settlement (as described in this Notice) are met, and if the Court grants final approval of the Settlement, then settlement checks will be mailed to Class Members who did not opt out and to all members of the PAGA Group.

<u>Tax Matters</u>. Individual Class Payments shall be allocated as follows: (1) ten percent (10%) to unpaid wages; (2) eighty percent (80%) to penalties; and (3) ten percent (10%) to interest. One hundred percent (100%) of the Individual PAGA Group Payments are in settlement of claims for penalties and not subject to wage withholdings and shall be reported on an IRS Form 1099. Class Members shall be individually responsible for their share of taxes attributable to the receipt of all settlement payments. Class Members shall be exclusively liable for any and all tax liability, if any. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

<u>Class Release</u>. All participating Class Members who do not opt out from participating in this Settlement will release and discharge Settling Defendant, and all of its respective past and present employees, directors, officers, attorneys, representatives, insurers, agents, parents, subsidiaries, affiliates, related companies, predecessors, successors, lessees, and assigns, and any entity that could be jointly liable with any of these (individually and collectively "Defendant Releasees") from and with respect to all actions, causes of action, suits, liabilities, claims, and demands whatsoever, and each of them, whether known or unknown, which the Settlement Class or individual members thereof, has, had, or hereafter may claim to have, against Defendant Releasees, or any of them, which arose during the Class Period and are based on, arise from, or reasonably relate to any and all claims and allegations in this Action, as well as any and all claims and allegations that could have been raised in this Action based on the allegations asserted therein, which include, by way of description, but not by way of limitation, claims on behalf of the Settlement Class alleging that Defendant failed to provide Settlement Class Members with legally compliant meal periods, failed to provide Settlement Class Members with legally compliant rest breaks, failed to provide Settlement Class Members with all wages due, including minimum wages, regular wages, wages at the regular rate of pay, and overtime wages, failed to provide Settlement Class Members with all sick time and vested vacation time due, failed to provide Settlement Class Members with compliant wage statements, failed to timely pay Settlement Class Members all wages due upon termination, and engaged in Unfair Business Practices as well as any other claims under constitutional, statutory, and/or common law that reasonably relate to any of the claims described in this Paragraph ("Released Class Claims"). For the avoidance of doubt, Released Class Claims shall include claims under the Fair Labor Standards Act ("FLSA") which could have been pursued based on the allegations in this Action.

<u>PAGA Release</u>. The PAGA Group will release and discharge the Defendant Releasees from and with respect to all actions, causes of action, suits, liabilities, claims, and demands under the California Labor Code Private Attorneys' General Act (*i.e.*, PAGA), whether known or unknown, which the PAGA Group or individual members thereof, has, had, or hereafter may claim to have, against Defendant Releasees, or any of them, which arose during the PAGA Period and are based on, arise from, or reasonably relate to the PAGA claim and allegations in this Action, as well as any and all claims and allegations that could have been raised in this Action based on the allegations asserted therein or in the PAGA notice, which include, by way of description, but not by way of limitation, claims under PAGA on behalf of PAGA Group alleging that Defendant failed to provide members of the PAGA Group with legally compliant meal periods, failed to provide members of the PAGA Group with legally compliant rest breaks, failed to provide members of the PAGA Group with all wages due, including minimum wages, regular wages, wages at the regular rate of pay, and overtime wages, failed to provide members of the PAGA Group with all sick time and vested vacation time due, failed to provide members of the PAGA Group with compliant wage statements, and failed to timely pay members of the PAGA Group all wages due upon termination, as well as any other PAGA claims described in this Paragraph (the "Released PAGA Claims").

All Class Members shall be bound by the Class Release unless they formally opt out of the Settlement. Furthermore, members of the PAGA Group will be bound by the PAGA Release, whether or not they formally opt out of the Settlement.

<u>Conditions of Settlement</u>. This Settlement is conditioned upon the Court entering an order finally approving the Settlement.

IV. RIGHT TO OPT OUT

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement (in other words, "opt out"). **If you opt out, you will receive no Individual Class Payment from the Settlement, and you will not be bound by its terms**, except that members of the PAGA Group will receive an Individual PAGA Payment even if they opt out of the Settlement and will still be bound by the PAGA Release. To opt out, you must submit a signed, written "Request for Exclusion" to the Settlement Administrator postmarked no later than July 15, 2025. The written Request for Exclusion must expressly and clearly indicate that you have received this Notice, have decided not to participate in the Settlement, and desire to be excluded from the Settlement. The written Request for Exclusion must set forth your name, address, telephone number, and last four digits of your Social Security Number. Written Requests for Exclusion must be signed, dated, and mailed by First Class U.S. Mail or equivalent, to the address below:

Ledbetter et al. v. CJ Logistics America, LLC
c/o Phoenix Settlement Administrators
P.O. Box 7208,
Orange, CA 92863

Written Requests for Exclusion from the Settlement that are postmarked after July 15, 2025, or are unsigned by the Class Member, will be rejected, and Class Members submitting untimely Requests for Exclusion shall be bound by the Settlement and the Releases described above.

If you opt out of the Settlement pursuant to the above, you (1) will no longer be a Class Member, (2) will be barred from participating in the Settlement, (3) will not be bound by the Class Release described above (except you will still be bound by the above-described PAGA Release), (4) will be barred from filing an objection to the Settlement, and (5) will not receive a payment from the Settlement (except that members of the PAGA Group will receive an Individual PAGA Payment regardless of whether they choose to opt out of the Settlement).

If you choose to do nothing, and if the Court grants final approval of the Settlement, you will be bound by the Class Release (as well as the PAGA Release). If you do not want to be bound by the Class Release, you must exclude yourself from the Settlement by following the directions in this Section.

V. RIGHT TO OBJECT

If you are a Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court, you may object to the Settlement. Objections may be in writing, and you may appear at the Final Approval Hearing to make your arguments irrespective of whether you submitted a written objection. Written objections must state the full name, address, telephone number, and dates of employment of the individual submitting the objection, must state the basis for the objection, and must be filed with the Settlement Administrator and mailed or delivered to Class Counsel and counsel for Settling Defendant at the below addresses on or before July 15, 2025. All objections or other correspondence must state the name and number of the case, which is *Ledbetter et al. v. CJ Logistics America, LLC*, in the Superior Court for the State of California, County of San Bernardino, Case No. CIVSB2207118. To object to the Settlement, you must remain a member of the Class. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Class Counsel:	Counsel for Settling Defendant:
Paul K. Haines, Esq. Fletcher W. Schmidt, Esq. Matthew K. Moen, Esq. **HAINES LAW GROUPS, APC** 2155 Campus Drive, Suite 180 El Segundo, California 90245 Telephone: (424) 292-2350 Mehrdad Bokhour, Esq. **BOKHOUR LAW GROUP, P.C.** 1901 Avenue of the Stars, Suite 540 Los Angeles, California 90067 Telephone: (310) 975-1493 Joshua S. Falakassa, Esq. **FALAKASSA LAW, P.C.** 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Telephone: (818) 456-6168 Michael A. Gould, Esq. Aarin Zeif, Esq. **THE GOULD LAW FIRM** A Professional Law Corporation 161 Fashion Lane, Suite 207 Tustin, California 92780 Telephone: (714) 669-2850 Joseph Lavi, Esq. Vincent C. Granberry, Esq. Alexander J. Aroeste, Esq. **LAVI & EBRAHIMIAN, LLP** 8889 W. Olympic Boulevard, Suite 200 Beverly Hills, California 90211 Telephone: (310) 432-0000 James R. Hawkins, Esq. Isandra Fernandez, Esq. Anthony L. Draper, Esq. **JAMES HAWKINS APLC** 9880 Research Drive, Suite 200 Irvine, CA 92618 Telephone: (949) 387-7200	Adam J. Karr, Esq. Alexis Fasig, Esq. **O'MELVENY & MYERS LLP** 400 South Hope Street, 18th Floor Los Angeles, California 90071 Telephone: (213) 430-2899

VI. FINAL APPROVAL HEARING ON THE SETTLEMENT

The Final Approval Hearing will be held on September 18, 2025, at 8:30 a.m., in Department S-22 of the Superior Court for the State of California, County of San Bernardino, located at 247 W. 3rd Street, San Bernardino, California 92415. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing**. The Settlement Administrator will post a copy of any Final Judgment to its static website for review by Class Members and members of the PAGA Group.

VII. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. Class Members should contact the Settlement Administrator at *Ledbetter et al. v. CJ Logistics America, LLC*, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, with any concerns or questions regarding the Settlement. You may also refer to the pleadings and other papers filed in the Action, which may be inspected at the Office of the Clerk of the San Bernardino County Court, located at 247 West Third Street, San Bernardino, California 92415, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, or online through the Court's Public Case Access System. For more information, please visit the Court's website at: https://www.sb-court.org/

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	2,008
Opt Out Rate	1%
Opt Outs Received	20
Total Class Claimants	1,988
Subtotal Admin Only	**$21,000.00**

Not-to-Exceed Total **$21,000.00**

For 2008 Class Members

Pricing Good for Scope of Estimate Only

November 23, 2024

Case: Ledbetter, et al. v. CJ Logistics America, LLC Opt-Out Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Matthew K. Moen, Esq.
Firm: Haines Law Group, APC.
Contact Number: 424.292.2258
Email: mmoen@haineslawgroup.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 2008 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	3	$375.00
Programming Database & Setup	$125.00	3	$375.00
Toll Free Setup*	$143.28	1	$143.28
Call Center & Long Distance	$2.00	30	$60.00
NCOA (USPS)	$400.00	2	$800.00
		Total	**$1,753.28**

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	3	$375.00
Data Merge & Duplication Scrub	$0.25	2,008	$502.00
Notice Packet & Opt-Out Form	$1.25	2,008	$2,510.00
Estimated Postage (up to 2 oz.)*	$0.98	2,008	$1,967.84
Static Website	$250.00	1	$250.00
		Total	**$5,604.84**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$2.50	201	$502.00
Remail Notice Packets	$1.25	201	$251.00
Estimated Postage	$0.98	201	$196.78
Programming Undeliverables	$50.00	3	$150.00
		Total	**$1,264.78**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	3	$405.00
Non Opt-Out Processing	$135.00	1	$135.00
Case Associate	$55.00	4	$220.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	2	$170.00
		Total	**$960.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	3	$375.00
Disbursement Review	$125.00	3	$375.00
Programming Manager	$95.00	3	$285.00
QSF Bank Account & EIN	$125.00	2	$250.00
Check Run Setup & Printing	$125.00	5	$625.00
Mail Class Checks *	$1.25	1,988	$2,484.90
Estimated Postage	$0.76	1,988	$1,510.82
		Total	**$5,905.72**

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

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	6	$750.00
Remail Undeliverable Checks (Postage Included)	$1.50	398	$596.38
Case Associate	$65.00	5	$325.00
Reconcile Uncashed Checks	$75.00	6	$450.00
Conclusion Reports	$100.00	3	$300.00
Case Manager Conclusion	$3.00	5	$15.00
Final Reporting & Declarations	$125.00	3	$375.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$2,700.00	1	$2,700.00
		Total	**$5,511.38**

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

Estimate Total:	**$21,000.00**

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TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.