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7 Attorneys for Plaintiff, DYLON W. CRONON,
individually and on behalf of all others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN JOAQUIN**
12

13 DYLON W. CRONON, an individual, and on
behalf of all others similarly situated,
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15 Plaintiffs,

16 v.

17 FFE TRANSPORTATION SERVICES, INC. dba
FROZEN FOOD EXPRESS, a Delaware
18 Corporation and DOES 1-50, inclusive,
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Defendants.
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Case No.: STK-CV-UOE-2022-6572

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 20, 2024
Time: 9:00 a.m.
Dept.: 10C
Judge: Hon. Jayne Lee

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Cronon v. FFE Transportation Services,*
6 *Inc., et al.* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration.
7 I am personally acquainted with the information contained herein, and in the event of being summoned
8 to provide testimony, I am fully capable and willing to provide competent testimony regarding these
9 facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 15 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
20 *of Settlement of Class and Representative Action* (referred to as “Notice Packet”); (b) receiving and
21 processing requests for exclusion; (c) resolving disputes among Settlement Class Members regarding
22 the number of workweeks recorded by Defendants during the Class Period, as stated on their
23 individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and
24 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
25 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
26 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
27 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On September 12, 2023, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On September 12, 2023, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 274 individuals.

9 6. In preparation for the mailing process, all 274 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On September 26, 2023, The Notice Packet was sent to all 274 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 18 returned Notice Packets as
20 undeliverable, and none were returned with a forwarding address. Apex conducted a computerized skip
21 trace in order to acquire updated addresses for the purpose of re-mailing the 18 returned Notice Packets.
22 This skip trace effort resulted in obtaining 16 updated addresses, to which we promptly re-mailed the
23 Notice Packets via U.S First Class Mail.

24 9. As of the date of this declaration, there have been 16 Notice Packets re-mailed in total as a result
25 of Apex's skip-tracing efforts.

26 10. As of the date of this declaration, 2 Notice Packets have been considered undeliverable as no
27 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was October 26, 2023.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was October 26, 2023.

5 13. As of the date of this declaration, Apex will report 274 Participating Class Members, constituting
6 100% of the total 274 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 13,747. The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$238,606.50 and was calculated by subtracting the requested attorneys' fees (\$158,333.33), the amount
10 requested for litigation costs and expenses (\$14,060.17), the requested Service Payment (\$7,500.00), the
11 requested Settlement Administration Costs (\$6,500.00), and the PAGA Payment (\$50,000.00) from the
12 Gross Settlement Amount (\$475,000.00).

13 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
14 to be approximately \$4,564.89, the *average* Individual Settlement Amount is currently estimated to be
15 approximately \$870.83, and the *lowest* Individual Settlement Amount is currently estimated to be
16 approximately \$17.36. These amounts are subject to employee-side tax and withholdings.

17 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be allocated to
18 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
19 cannot opt out of the PAGA settlement. There are 157 Aggrieved Employees who worked a total of
20 5,414 weeks during the PAGA Period.

21 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$223.96, the
22 *average* individual PAGA share is approximately \$82.24, and the *lowest* individual PAGA share is
23 approximately \$2.31.

24 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$6,500.00. Apex will proceed with additional tasks related to this
26 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
27 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
28 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed this 19th day of January
3 2024, in Irvine, California.

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8 MADELY NAVA
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Exhibit A

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

DYLON CRONON v. FFE TRANSPORTATION SERVICES, INC., et al.

Superior Court of the State of California, County of San Joaquin

Case No. STK-CV-UOE-2022-6572

To: all current and former non-exempt, non-driver employees who were employed by FFE Transportation Services, Inc. (“FFE”), at any time between July 29, 2018, and August 10, 2023, or the date of preliminary approval of the settlement, whichever is sooner (the “Class”):

THIS NOTICE is of a proposed settlement of the above-referenced class action and representative action lawsuit (the “Lawsuit”), and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this Lawsuit and PAGA Action. The Court will conduct a hearing on February 20, 2024, to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

«First_Name» «Last_Name»

You have been identified as a Class Member and Aggrieved Employee in the above Lawsuit and PAGA Action. Under the terms of the proposed settlement, you are estimated to receive approximately \$«Est_Total_Payment» as your share of the Settlement should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share may be more or less than this estimate. Your estimate is based on the number of eligible pay periods you worked for FFE in California between July 29, 2018, through the date the Court preliminarily approves of the settlement, or August 10, 2023, whichever is sooner (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator 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 and PAGA claims described in Section IV under the provisions titled “Release of Class Claims” and “Release of PAGA Claims.”
EXCLUDE YOURSELF	If you do not 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 October 26, 2023 (see Section V(B) for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) neither receive any settlement payment for the Class Claims nor release any Class Claims as set forth in Section IV, and (2) be barred from filing an objection to the settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties.
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 by October 26, 2023 (see Section V(C) for more details on how to object).
DISPUTE YOUR NUMBER OF PAY PERIODS CREDITED	If you believe that the number of pay periods that you are credited with working during the Class Period is incorrect, you may submit a written dispute to the Settlement Administrator (see Section IV for more details on how to dispute your credited pay periods). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Pay Period calculation is inaccurate.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Cronon v. FFE Transportation Services, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-6572. (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

FFE’s records show that you were employed as a non-exempt employee in California at some point between July 29, 2018, through the date the Court preliminarily approves of the settlement, or August 10, 2023, whichever is sooner (“Class Period”). The Court

ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by FFE as a non-exempt, non-driver employee in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit and PAGA Action, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit, PAGA Action and the Settlement.

II. What is this lawsuit about?

On July 29, 2022, Plaintiff and Class Representative Dylon Cronon (“Plaintiff” or “Class Representative”), through his attorneys (“Class Counsel”), filed a class action complaint against FFE for alleged wage and hour violations on behalf of all current and former non-exempt employees of FFE who worked in California at any time since July 29, 2018. The Lawsuit alleges that FFE violated various Labor Code sections by failing to pay wages (including overtime) for all hours worked, failing to provide proper meal breaks, failing to provide paid rest breaks, failing to reimburse for business expenses, failing to timely pay final wages, failing to provide accurate wage statements, failing to pay vested vacation pay, and failing to pay reporting time during the Claim Period. The Lawsuit also sought equitable relief under the Unfair Competition Law. All of these claims are called the “Class Claims.” On October 5, 2022, Plaintiff also filed a separate lawsuit on behalf of all aggrieved employees for civil penalties for violations of the Labor Code pursuant to PAGA. The civil penalty claims are called “PAGA Action” and the relevant period for PAGA claims is October 5, 2021, through the date the Court preliminarily approves of the settlement, or August 10, 2023, whichever is sooner. (“PAGA Period”).

FFE has denied, and continues to deny, the factual and legal allegations in the Lawsuit and the PAGA Action and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, FFE is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action and/or a representative action. FFE has agreed to settle the case as part of a compromise with Plaintiff and the Class Members.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, FFE and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit and PAGA Action on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm’s length mediation with a respected and experienced mediator. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to FFE, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by FFE, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, FFE will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate.

III. Who are the attorneys representing The Parties?

<u>Attorneys for Plaintiff and Class Members:</u>	<u>Attorneys for Defendant:</u>
James R. Hawkins Gregory Mauro <i>James@jameshawkinsaplc.com</i> <i>Greg@jameshawkinsaplc.com</i> James Hawkins APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 Tel.: (949) 387-7200	Dessi Day <i>dday@greeneroberts.com</i> Greene & Roberts 402 West Broadway, Suite 1025 San Diego, CA 92101 Tel: (619) 398-3400

IV. What are the terms of the Settlement?

On September 12, 2023, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by FFE in California at any time from July 29, 2018, through the date the Court preliminarily approves of the settlement, or August 10, 2023, whichever is sooner (the “Settlement Class” or “Class Members”) and approved a representative class comprised of all non-exempt, non-driver employed by FFE in California at any time from July 29, 2018, through the date the Court preliminarily approves of the settlement, or August 10, 2023, whichever is sooner (“Aggrieved Employees”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, will become “Participating Class Members” and will be mailed Settlement checks, and in exchange will be bound by the Settlement and release of certain wage and penalty claims against FFE.

Without admitting any wrongdoing, FFE has agreed to pay \$475,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit and PAGA Action. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved Apex Class Action, LLC to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$6,500 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

<u>Settlement Administrator:</u>
Apex Class Action, LLC P.O. Box 54668 Irvine, CA 92619 T: (800) 355-0700

Penalties to the California Labor Workforce and Development Agency. The Labor Code Private Attorneys General Act (“PAGA”) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$50,000 of the Gross Settlement Amount will be allocated to Plaintiff’s PAGA Claims. Of this amount, \$37,500 will be paid to the California Labor Workforce and Development Agency (“LWDA”) in satisfaction of the claims for civil penalties under PAGA, and the remaining \$12,500 will be divided between all Aggrieved Employees based on the number of pay periods worked during the PAGA Period. You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid pursuant to PAGA. Aggrieved Employees include all current and former non-exempt, non-driver employees who were employed in California by FFE at any time during the PAGA Period. You will receive your allocated portion of this payment and will be bound by the release of all such PAGA Claims without regard to your selected option discussed in Section V, below.

Service Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative a Service Payment in the amount of \$7,500 to compensate him for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also will receive his individual share of the Settlement as a Class Member.

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of one-third (\$158,333.33) of the common fund Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit and PAGA Action.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Gross Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$232,666.67. Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Pay Periods a Settlement Class Member is credited with working during the Class Period. A Class Member is credited with one Pay Period Worked each time the Class Member works at least one shift during the Class Period as a non-exempt, non-driver employee residing in California. Specific calculations of Individual Settlement Payments will be made as follows: the Settlement Administrator will divide the total Pay Periods Worked by all Settlement Class Members into the Net Settlement Amount to determine a per “Pay Period Value.” The Pay Period Value will be multiplied by the number of Pay Periods Worked by each Settlement Class Member during the Class Period to determine the “Individual Settlement Payment,” prior to legal deductions/withholdings, for each Settlement Class

Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out).

For each Settlement Class Member, the Pay Periods Worked at FFE during the Class Period will be calculated from FFE's records. FFE's records indicate that you worked for «Class_Pay_Periods» Pay Periods while employed by FFE in California during the Class Period of July 29, 2018, through the date the Court preliminarily approves of the settlement, or August 10, 2023, whichever is sooner. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before October 26, 2023, with documentation to establish the number of eligible Pay Periods you claim to have actually worked for FFE while employed in California between July 29, 2018, and through the date the Court preliminarily approves of the settlement, or August 10, 2023, whichever is sooner. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and after Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. For those Aggrieved Employees who requested to be excluded from the settlement of the Class Claims, their settlement checks will be for their share of PAGA civil penalties only for release of the PAGA Claims, and they will not include any payment for settlement of the Class Claims. Participating Class Members and Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member or Aggrieved Employee fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member or Aggrieved Employee, so that the Participating Class Member or Aggrieved Employee can attempt to collect the funds at a later date.

Allocation and Taxes. One-quarter (25%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining three-quarters (75%) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Payments for PAGA Claims shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Participating Class Members and Aggrieved Employees are responsible for the proper income tax treatment of the Individual Settlement Payments and their payments for PAGA Claims. The Settlement Administrator, FFE and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments or payments for PAGA Claims. Participating Class Members and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments or payments for PAGA Claims and shall hold harmless FFE from any claim or liability for taxes, penalties, or interest arising as a result of the Class Members' and Aggrieved Employees' failure to pay their share of any taxes. Accordingly, Participating Class Members and Aggrieved Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release of Class Claims. Upon the final approval of the Settlement by the Court, Plaintiff and all Class Members who do not submit a valid opt-out/request for exclusion will fully release and discharge Defendant and its past, present and future officers, directors, owners, shareholders, employees, agents, principals, heirs, trustees, executors, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective parent corporations, dba's, subsidiaries, divisions, affiliates, attorneys, administrators, predecessors, successors and assigns (the "Released Parties") from any and all claims stated in the Complaint and those that could have been stated based upon the facts alleged in the Complaint, including but not limited to the following "Released Class Claims":

- (a) any and all claims, wages, penalties, interest, debts, demands, rights, liabilities, costs, compensation, damages, injunctive and/or declaratory relief, attorneys' fees, actions, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth by Plaintiff in the Complaint filed in this Action and arising at any time during the Class Period, including but not limited to all claims under the California Labor Code for unpaid minimum wages, off-the-clock work violations, failure to pay overtime, failure to pay vesting vacation pay, failure to pay reporting time pay, failure to pay all wages earned and owed during employment, failure to provide meal periods, failure to provide rest periods, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including Labor Code §§ 200-204, 208, 210, 216, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 512.5, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing

- Industrial Welfare Commission Occupational Wage Orders, California Code of Regulations, and Fair Labor Standards Act;
- (b) as to any Class Member who cashes their Settlement Payment, the Settlement Administrator shall include language on the Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes of releasing all claims arising under the Fair Labor Standards Act that are alleged in the Action or related to the claims stated or that could have been stated in the Action, implicitly or explicitly.
 - (c) in addition, as to all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff's administrative exhaustion letter submitted to the LWDA and any Complaint in this matter (i.e., the PAGA Released Claims).

The time period governing these Released Class Claims shall be at any time from July 29, 2018, through the date the Court preliminarily approves of the settlement, or August 10, 2023, whichever is sooner ("Class Period").

Release of PAGA Claims. Also upon the Court's final approval of the Settlement, Plaintiff—in his individual capacity and on behalf of the State of California and the LWDA—and all Aggrieved Employees shall completely release and discharge the Released Parties of all PAGA claims that Plaintiff alleged or could have alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts and/or theories stated in the operative complaint and/or in Plaintiff's notice letter to the LWDA, including all PAGA claims seeking civil penalties premised upon: a) failure to pay overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation, (e) failure to pay all wages earned and owed during employment, (f) failure to provide accurate itemized wage statements, (g) failure to reimburse necessary business expenses, (h) failure to pay vesting vacation pay, (i) failure to pay reporting time pay, and (j) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the operative complaint. These released claims and damages are hereinafter referred to as "Released PAGA Claims." The time period governing the PAGA Released Claims shall be any time from October 5, 2021, through the date the Court preliminarily approves of the settlement, or August 10, 2023, whichever is sooner ("PAGA Period").

Waiver of Labor Code Section 206.5(e). Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section 206.5 of the Labor Code provides in pertinent part as follows:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Pay Periods Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by FFE, who will not take any adverse employment action against you based on your participation or decision not to participate in this Settlement.

- B. **Exclude Yourself from the Class Claims in the 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 from the Class Claims in the Class Action Settlement" letter/card postmarked no later than October 26, 2023, 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 SETTLEMENT CLASS IN THE FFE TRANSPORTATION SERVICES, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, Apex Class Action, LLC, P.O. Box 54668 Irvine, CA 92619 **postmarked no later than October 26, 2023**. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the Class Claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this Settlement with respect to the release of the PAGA Claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Claims portion of the Settlement, you must submit a written objection stating your full name, your address, your telephone number, the last four digits of your social security number or your date of birth, your dates of employment at FFE, the case name and number, the name and address of your attorney(s) if you are represented, your signature, and each specific reason in support of your objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, Apex Class Action, LLC, P.O. Box 54668 Irvine, CA 92619, **by no later than October 26, 2023**. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. **You need not object to the Settlement if you only dispute the number of Pay Periods Worked. To dispute the number of Pay Periods Worked, please refer to the directions provided under the provision entitled “Calculation of Individual Settlement Payments to Class Members” in Section IV of this Notice.**

If you choose to object to the Class Claims portion of the Settlement, you may also appear at the Final Approval Hearing scheduled for February 20, 2024, at 9:00 a.m. in Department 10 C of the San Joaquin County Superior Court, located at 180 E. Weber Ave., Stockton, CA 95202. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before February 13, 2024. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. 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.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit and PAGA Action regarding the alleged violations of wage and hour laws. If you were employed by FFE in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the class claims in this Lawsuit, described above in Section IV under the provision titled “Release of Class Claims.” All Aggrieved Employees will be deemed to have entered into a release of the PAGA Claims, described above in Section IV under the provision titled “Release of PAGA Claims.” If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, the Class Counsel’s request for attorneys’ fees and reimbursement of documented litigation costs, and the Service Payment to the Class Representative on February 20, 2024, at 9:00 a.m. in Department 10C of the San Joaquin County Superior Court, located at 180 E. Weber Ave., Stockton, CA 95202.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit, PAGA Action and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement at the Office of the Clerk, San Joaquin County Superior Court, located at 180 E. Weber Ave., Stockton, CA 95202, during regular court hours. You may contact the Court by visiting <https://www.sjcourts.org/>. You may also contact the Settlement Administrator using the contact information listed above under Section IV for more information.

IX. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion from the Class Claims is October 26, 2023. The deadline for mailing an objection to the Settlement Administrator is October 26, 2023.

These deadlines will be strictly enforced. To be considered timely, any Requests for Exclusion and objections to the Settlement must be postmarked by the above-stated deadlines. Any Requests for Exclusion and objections to the Settlement that are not postmarked on or before these deadlines will be deemed untimely and disregarded.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**