

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

MITZI CASTILLO, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

ABLE FREIGHT SERVICES, LLC, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21STCV09625

Honorable Yvette M. Palazuelos
Department SSC9

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 19, 2023
Time: 10:00 a.m.
Department: SSC9

Complaint Filed: March 11, 2021
FAC Filed: January 4, 2023
Trial Date: None Set

1 This matter has come before the Honorable Yvette M. Palazuelos in Department SSC9 of
2 the Superior Court of the State of California, for the County of Los Angeles, on October 19, 2023
3 at 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers
4 for Justice, PC appear as counsel for Plaintiff Mitzi Castillo ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees and Kaufman McAndrew LLP
6 appears as counsel for Defendant Able Freight Services, LLC ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to
13 the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for Preliminary Approval of
14 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
15 the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been conducted
21 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
22 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
23 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
24 of the case. It further appears that the Settlement has been reached as the result of intensive, serious
25 and non-collusive, arms-length negotiations, and was entered into in good faith.

26 ///

27 ///

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
3 Service Payment, PAGA Penalties, Administration Costs, and payments to the Participating Class
4 Members and Aggrieved Employees provided thereby, appear to be within the range of
5 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
6 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
7 preliminarily finds that the monetary settlement awards made available to the Class Members and
8 Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
9 outcome of further litigation relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Settlement
11 Class meets the requirements for certification under section 382 of the California Code of Civil
12 Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the
13 Class is impracticable; (b) common questions of law and fact predominate, and there is a well-
14 defined community of interest amongst the members of the Class with respect to the subject matter
15 of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d)
16 Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action
17 is superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
19 of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly-paid or non-exempt employees who worked for
23 Defendant in the State of California at any time during the period from June 9, 2018
24 through January 22, 2023.

25 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Yasmin
26 Hosseini of Lawyers *for* Justice, PC as counsel for the Class (together, "Class Counsel").

27 8. The Court provisionally appoints Plaintiff Mitzi Castillo as the representative of the
28 Class ("Class Representative").

 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM") to handle the

administration of the Settlement (“Administrator”).

10. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will provide the Administrator with the following information about each Class Member: full name, last-known mailing address, last-known telephone number, Social Security Number, and start and end dates worked for Defendant during the Class Period and, if applicable, during the PAGA Period, number of Workweeks and Class Members during the period June 9, 2018 to October 24, 2022, and relevant datapoints to calculate Workweeks during the period June 9, 2018 to October 24, 2022, and such other information and data as necessary for the Administrator to independently calculate Workweeks during the Class Period, PAGA Period, and the period from June 9, 2019 to October 24, 2022 (collectively, “Class Data”) in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members and Aggrieved Employees in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an opt out request, of Class Members’ and Aggrieved Employees’ right to dispute the Workweeks credited to each of them, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members and Aggrieved Employees within fifteen (15) calendar days of receipt of the Class Data, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may

1 choose to be excluded from the Class Settlement by submitting a written letter in conformity with
2 the requirements set forth in the Class Notice, to the Administrator, postmarked no later than the
3 date which is sixty (60) calendar days from the initial mailing of the Class Notice to Class Members
4 and Aggrieved Employees (“Response Deadline”), or, in the case of a re-mailed Class Notice, the
5 Response Deadline shall be extended by fifteen (15) calendar days from the original deadline. Any
6 such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement
7 will not be entitled to any recovery under the Class Settlement and will not be bound by the Class
8 Settlement or have any right to object, appeal, or comment thereon. All Aggrieved Employees will
9 be bound to the PAGA Settlement and will be issued their Individual PAGA Payment regardless of
10 whether he or she has submitted a timely and valid Request for Exclusion. Class Members who do
11 not submit a timely and valid Request for Exclusion from the Class Settlement (i.e., Participating
12 Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13 13. A Final Approval Hearing shall be held before this Court on
14 _____ at _____ a.m./p.m. in
15 Department SSC9 of the Los Angeles County Superior Court, located at 312 North Spring Street,
16 Los Angeles, California 90012, to determine all necessary matters concerning the Settlement,
17 including: whether the proposed settlement of the action on the terms and conditions provided for in
18 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
19 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
20 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
21 Members and Aggrieved Employees; and determine whether to finally approve the requests for the
22 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
23 Service Payment, and Administration Costs.

24 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
25 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
26 Payment, and Administration Costs, along with the appropriate declarations and supporting
27 evidence, including the Administrator’s declaration, by
28 _____, to be heard at the Final

Approval Hearing.

15. To object to the Class Settlement, a Participating Class Member may submit a written objection in writing to the Administrator on or before the Response Deadline or directly present his or her objection orally to the Court at the Final Approval Hearing, regardless of whether they submitted a written objection. The Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

///

///

///

///

///

///

///

1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members and Aggrieved Employees, and retains jurisdiction to consider all further applications
4 arising out of or connected with the Settlement.

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____

The Honorable Yvette M. Palazuelos
Judge of the Superior Court

EXHIBIT A

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

Mitzi Castillo v. Able Freight Services, LLC, Case No. 21STCV09625

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

You may be eligible to receive money from an employee class action lawsuit entitled Mitzi Castillo v. Able Freight Services, LLC, Case No. 21STCV09625 (“Action”) for alleged wage and hour violations. For purposes of this Settlement and Notice, “Defendant” means Able Freight Svcs, LLC, a California limited liability company, formerly known as Able Freight Services, Inc., a California limited corporation, and Able Freight Services, LLC, a Delaware limited liability company; and EGI-Able Investors, LLC, a Delaware limited liability company., dba Able Freight Services. The Action was filed by a former employee, Mitzi Castillo (“Plaintiff”) and seeks payment from Defendant of (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys’ fees and costs for a class of all non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (June 8, 2018 to January 22, 2023); and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt or hourly-paid employees who worked for Defendant during the PAGA Period (October 31, 2021 to January 22, 2023) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Settlement Share is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. 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 do 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 worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Share and/or an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and/or Released PAGA Claims against Defendant that are covered by this Settlement.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you do not want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out ("Participating Class Members") can object to the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on on at . You do not 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 Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Settlement Share and Individual PAGA Payment (if any) depend on how many Workweeks and/or PAGA Pay Periods you were determined to have worked, as follows: PAGA Pay Periods are calculated by the Administrator, based on Defendants' employment records of the number of pay periods during the the PAGA Period, adjusted for the number of employees. Workweeks are calculated by the Administrator, based on Defendants' employment records of the number of pay periods during the Class Period, adjusted for the number of employees. The number Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.* 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:

Arby Aiwazian, Esq.
 Joanna Ghosh, Esq.
 Yasmin Hosseini, Esq.
Lawyers for Justice, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Telephone: (818) 265-1020 / Fax: (818) 265-1021

("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends 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 \$1,200,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Settlement Shares, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than fifteen (15) calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to 38% of the Gross Settlement Amount (\$456,000.00 if the Gross Settlement Amount remains \$1,200,000.00) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000.00 as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Settlement Payment and any Individual PAGA Payment as a Class Member and Aggrieved Employee.
 - C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$200,000.00 for PAGA Penalties, allocated as 75% to be paid to the LWDA and 25% to be paid to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Settlement Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Settlement Share to taxable wages (“Wage Portion”) and forty percent (40%) of each Participating Class Member’s Individual Settlement Payment will be allocated to settlement of claims for penalties and non-wage damages and the remaining forty percent (40%) of each Participating Class Member’s Individual Settlement Payment will be allocated to settlement of claims for 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 it 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 Settlement 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 Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).
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 notify the Administrator in writing, not later than [60 Day Response Deadline], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion from the Class Settlement by the [60 Day Response Deadline] Response Deadline. The Request for Exclusion should be a letter from a Class Member which must: (a) state the case name and number of the Action (*Castillo v. Able Freight Services, LLC*, Case No. 21STCV09625), (b) be signed by you, (c) state your full name, address, telephone number, and the last four digits of your Social Security Number, (d) state that you do not wish to be included in the Class Settlement, and (e) be returned by mail to the Administrator at the specified address, postmarked on or before [the Response Deadline]. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue Released Class Claims against Defendant.

You cannot opt-out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert Released PAGA Claims against Defendant.

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, ILYM Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion from the Class Settlement. The Administrator will also decide disputes regarding Workweeks and/or PAGA Pay Periods, 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 of Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares), 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 Released Parties for Released Class Claims.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant and its current and former parent companies, subsidiaries, shareholders, lenders, officers, partners, directors, managing agents, attorneys, insurers, predecessors, employees, and representatives, heirs, trustees and successors and assigns, and each of their respective current and former officers, partners, directors, agents, shareholders, employees, representatives, insurers, and attorneys (“Released Parties”) from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action during the Class Period for (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq.* (“Released Class Claims”). Except as set forth in Section 10 below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’

compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' Release of Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Released Parties based on the facts alleged in the Action during the PAGA Period and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Shares. The Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.
2. Individual PAGA Payments. The Administrator will divide the 25% portion of the PAGA Penalties attributed to Aggrieved Employees, i.e., \$50,000.00, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period ("Total PAGA Pay Periods") resulting in the PAGA Pay Period Value and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [60-Day Response Deadline] to dispute the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your dispute by signing and sending a letter to the Administrator via mail. Section 9 of this Notice has the Administrator's contact information.

Your Workweeks challenge must: (a) state the case name and number of the Action (*Castillo v. Able Freight Services, LLC*, Case No. 21STCV09625); (b) state your full name, address, telephone number, and the last four digits of Social Security number; (c) clearly state that you are challenging the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number to be credited to you, (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that you contend should be credited to you are correct; and (e) be returned by mail to the Administrator

at the specified address, postmarked on or before [the Response Deadline].. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods 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 and/or PAGA Pay Period disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) 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. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every individual who is eligible to receive payment under the PAGA Settlement as an Aggrieved Employee.

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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. The Request for Exclusion must: (a) state the case name and number of the Action (*Castillo v. Able Freight Services, LLC*, Case No. 21STCV09625), (b) be signed by you, (c) state your full name, address, telephone number, and the last four digits of your Social Security Number, and (d) state that you do not wish to be included in the Class Settlement. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [60 Day 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 CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the [Date of Final Approval Hearing] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [\(url\)](#) or the Court's website for a fee at <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with the Class Settlement, the Motion for Final Approval

and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Class Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [60-Day Response Deadline].** An objection must: (a) state the case name and number of the Action (*Castillo v. Able Freight Services, LLC*, Case No. 21STCV09625); (b) state your full name, address, telephone number, and the last four digits of your Social Security number; (c) state all grounds for your objection accompanied by any legal or factual support for such objection; (d) state the full name, address, and telephone number of any legal representative representing the Class Member with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; (f) be signed by you; and (g) be returned by mail to the Administrator at the specified address, postmarked on or before [the Response Deadline]. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object to the Class Settlement (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. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on (Date) at (Time) in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors to the Class Settlement, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [redacted] (url). You can also telephone the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV29193. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. You may also telephone Class Counsel at the phone number provided in Section 1 above.

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

Settlement
Administrator:

Settlement Administrator:

Mailing Address:

Telephone:

Fax Number:

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 will have no way to recover the money.

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.