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11  
12 Attorneys for Plaintiffs and the Class

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **FOR THE COUNTY OF TUOLUMNE**

15 ANDREA OTANEZ VERDUGO, individually, and  
on behalf of others similarly situated

16 Plaintiff,

17 v.

18 CAPSTONE LOGISTICS, LLC, a Delaware  
Limited Liability Company with its principal place  
19 of business in Georgia; and DOES 1 through 100,  
inclusive,  
20 Defendants.

CASE NO.: CV66120

*[Assigned for all purposes to Dept. 5]*

**UNLIMITED CIVIL**

**DECLARATION OF TAYLOR  
MITZNER OF PHOENIX  
SETTLEMENT ADMINISTRATORS  
REGARDING NOTICE AND  
SETTLEMENT ADMINISTRATION**

Date: July 31, 2026  
Time: 8:30 a.m.  
Dept.: 5

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Verdugo v. Capstone Logistics 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.

3. On April 30, 2026, Phoenix received a data file from Defense Counsel (“Class List”) that contained names, last known mailing addresses, last known phone numbers, Social Security numbers, dates of employment, Workweeks, and PAGA Pay Periods for each Class Member during the period from August 1, 2019 to July 25, 2025 (“Class Period” and “PAGA Period”). The final mailing list contained eighteen thousand fifty-four (18,054) individuals identified as Class Members.

1           4.       On May 11, 2026, Phoenix conducted a National Change of Address (“NCOA”)  
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this  
3 database provides updated addresses for any individual who has moved in the previous four (4)  
4 years and notified the U.S. Postal Service of their change of address.

5           5.       On May 15, 2026, Phoenix mailed the Notice via U.S. first class mail, in English and  
6 Spanish, to all eighteen thousand fifty-four (18,054) Class Members on the Class List. A true and  
7 correct copy of the mailed Notice is attached hereto as **Exhibit A**.

8           6.       As of the date of this declaration, twenty-three (23) Notices have been returned to  
9 Phoenix. None were returned with a forwarding address. For the twenty-three (23) Notices returned  
10 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing  
11 address using TransUnion TLOxp, one of the most comprehensive address databases available for  
12 skip tracing. Of the twenty-three (23) Notices that were skip traced, nineteen (19) updated addresses  
13 were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

14          7.       As of the date of this declaration, four (4) Notices remain undeliverable. Therefore,  
15 18,050 out of 18,054 (99.9%) of the Class Notices were successfully delivered.

16          8.       As of the date of this declaration, Phoenix has received five (5) Requests for  
17 Exclusion from the following Class Members: Maria Barrera, Robert Ewerling, Reginald  
18 McOwens, Jacob Saige, and Antonia Vargas. The deadline to request exclusion from the Class  
19 Settlement was June 15, 2026.

20          9.       As of the date of this declaration, Phoenix has received zero (0) Notices of Objection  
21 from Class Members. The deadline for objecting to the Class Settlement was June 15, 2026.

22          10.      As of the date of this declaration, Phoenix has received zero (0) Workweek disputes  
23 from Class Members. The deadline for submitting a dispute was June 15, 2026.

24          11.      There are eighteen thousand forty-nine (18,049) Class Members who did not submit  
25 timely and valid Requests for Exclusion and are therefore deemed Participating Class Members,  
26 representing 99.97% of the Class. Participating Class Members have worked a collective total of  
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1 five hundred twenty-three thousand two hundred thirteen (523,213) Workweeks during the Class  
2 Period. Each Workweek is valued at approximately \$6.65.

3 12. The Escalator Clause of the Settlement Agreement indicates if the Workweeks  
4 during the Class Period exceed the estimate of five hundred forty-two thousand (542,000) by more  
5 than 10%, then Defendant must elect to either increase the Gross Settlement Amount by each  
6 percentage of increased workweeks over 10% or limit the release periods proportionally. The total  
7 number of Workweeks reflected in the class data, prior to accounting for individuals who submitted  
8 Requests for Exclusion, was five hundred twenty-three thousand four hundred twenty-seven  
9 (523,427). Since the total number of Workweeks does not exceed 542,000, the Escalator Clause  
10 was not triggered.

11 13. The Net Settlement Amount of \$3,480,959.48 available to pay Settlement Class  
12 Members was determined by subtracting the requested Class Counsel attorneys' fees  
13 (\$1,983,333.33), and Class Counsel costs (\$104,757.19), requested Service Awards to Plaintiffs  
14 (\$10,000.00 to Verdugo, \$25,000.00 to Devine, \$10,000.00 to Willis, \$10,000.00 to King, and  
15 \$10,000.00 to Escobar) for a total of \$65,000.00, the PAGA Amount (\$250,000.00), and the  
16 requested Settlement Administration Costs (\$65,950.00) from the Gross Settlement Amount  
17 (\$5,950,000.00).

18 14. Based upon the calculations stipulated in the Settlement, the highest Participating  
19 Class Member Payment to be paid is approximately \$2,222.12, the lowest Participating Class  
20 Member Payment to be paid is approximately \$6.65, while the average Participating Class Member  
21 Payment to be paid is approximately \$192.86. Participating Class Members will be issued payment  
22 of their Participating Class Member Payments subject to reduction for the employee's share of taxes  
23 and withholdings with respect to the wages portion of the Participating Class Member Payment (the  
24 net payment is their "Individual Settlement Payment").

25 15. Additionally, \$250,000.00 of the Gross Settlement Amount has been allocated  
26 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or  
27 \$187,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,  
28

1 or \$62,500.00, of which shall be paid to the Aggrieved Employees. There are eighteen thousand  
2 fifty-four (18,054) Aggrieved Employees who worked a total of five hundred twenty-three thousand  
3 four hundred twenty-seven (523,427) PAGA Pay Periods during the PAGA Period. The highest  
4 Individual PAGA Payment to be paid is approximately \$39.88, the lowest Individual PAGA  
5 Payment to be paid is approximately \$0.12, and the average Individual PAGA Payment to be paid  
6 is approximately \$3.46.

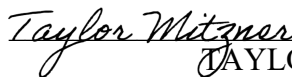
7 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes  
8 due separately and apart from the Gross Settlement Amount.

9 17. Phoenix's costs associated with the administration of this matter are \$65,950.00.  
10 This includes all costs incurred to date, as well as estimated costs involved in completing the  
11 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

12 **Exhibit B.**

13  
14 I declare under penalty of perjury of the laws of the State of California that the foregoing is  
15 true and correct.

16 Executed this 30<sup>th</sup> of June 2026, at Orange, California.

17  
18 \_\_\_\_\_  
19 TAYLOR MITZNER  
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## **Exhibit A**

**Verdugo v. Capstone Logistics LLC**  
**Superior Court of California, County of Tuolumne**  
**(Case No. CV66120)**

**NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)**

**IF YOU ARE A CURRENT OR FORMER EMPLOYEE WHO WORKED FOR CAPSTONE LOGISTICS, LLC WITHIN THE STATE OF CALIFORNIA IN A NON-EXEMPT POSITION AT ANY TIME FROM AUGUST 1, 2019, THROUGH AND INCLUDING JULY 25, 2025, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.**

*The Superior Court of California, County of Tuolumne (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.*

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

ATTN: «First\_Name» «Last\_Name»  
«Address\_1»  
«City», «State», «ZIP\_Code»

**YOU ARE ESTIMATED TO RECEIVE  
APPROXIMATELY «Est\_Set\_Amt»  
THROUGH THIS CLASS ACTION  
SETTLEMENT**

- Corey J. Devine, Jermaine Willis, Ivan Escobar, Sheri King, and Andrea Otanez Verdugo (collectively, the “Named Plaintiffs”) sued Capstone Logistics, LLC (“Capstone” or “Defendant”) on behalf of themselves and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

|                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Can DO NOTHING</b>                                                                 | <b>You will receive a payment from the settlement.</b> If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will <b>lose</b> any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you. |
| <b>You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT</b><br><b>(Deadline: June 15, 2026)</b> | <b>If you ask to be excluded from the settlement, you will get no payment from the class settlement,</b> but you will <b>keep</b> any rights to sue Defendant separately for the same legal claims made in this lawsuit. <b>Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.</b><br>However, you will still receive a portion of the California Private Attorneys General Act (“PAGA”) Settlement Payment (see Questions 6 and 7 below) even if you exclude yourself.                                                                                                                                                                              |
| <b>You Can OBJECT TO THE SETTLEMENT</b><br><b>(Deadline: June 15, 2026)</b>               | If you do not like the settlement terms, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. <b>Important: If you object to the settlement, you cannot also or later ask to be excluded.</b>                                                                                                                                                                                                                                                                                                                                    |

**THESE RIGHTS AND OPTIONS — AND THE DEADLINES TO EXERCISE THEM — ARE EXPLAINED IN THIS NOTICE.**

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

**1. Why Should You Read This Notice?**

You should read this Notice because you may be entitled to money from a class action settlement.

**2. What Is This Lawsuit About?**

In the lawsuit, the Named Plaintiffs allege putative class claims under the Labor Code for: (1) failure to provide meal breaks; (2) failure to authorize and permit rest breaks; (3) failure to pay for all hours worked; (4) failure to pay overtime wages; (5) provision of inaccurate wage statements; (6) failure to timely pay wages; (7) failure to timely pay wages at separation of employment; (8) unlawful deductions

from wages; (9) failure to maintain payroll records; and (10) failure to reimburse business expenses. Defendant denies the allegations in the lawsuit and denies that it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

### 3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called class representatives (in this case, the Named Plaintiffs), sue on behalf of people who allegedly have similar claims. All these people are a class and may be referred to as class members. A class action lawsuit resolves the issues for all class members, except for those who exclude themselves from the class. This lawsuit is known as *Verdugo, et al. v. Capstone Logistics, LLC*, Case No. CV66120, and it is proceeding in the Superior Court of California, County of Tuolumne.

### 4. Why Is There A Settlement?

The Court did not decide in favor of Named Plaintiffs or Defendant. Named Plaintiffs thinks that they could have won at trial. Defendant thinks that it would have won at trial. Instead of a trial, however, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The Named Plaintiffs and their attorneys think the settlement is best for Settlement Class Members.

### 5. How Do I Know If I Am Part Of The Settlement?

The Court has decided that all current or former employees who worked for Capstone within the State of California in a non-exempt position at any time from August 1, 2019, through and including July 25, 2025, are “Class Member(s).”

The Court has also decided that the PAGA Representative Group means all current or former employees who worked for Capstone within the State of California in a non-exempt position at any time from August 1, 2019, through and including July 25, 2025.

The Class Period is the period from August 1, 2019, through and including July 25, 2025.

### 6. What Does The Settlement Provide?

The proposed settlement provides for a payment by Capstone of \$5,950,000 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The Net Settlement Fund will be distributed to Settlement Class Members who can be located, and who do not exclude themselves from the settlement. The Net Settlement Fund will be the amount of money remaining from the Gross Settlement Amount after deducting the following: (i) settlement administration costs in the amount of \$65,950.00; (ii) Service Awards for each of the Named Plaintiffs in amounts ranging from \$10,000 to \$25,000 (collectively, \$65,000) for their work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (iii) Class Counsel’s attorneys’ fees in the amount of one-third of the Gross Settlement Amount (currently estimated to total \$1,983,333.33); (d) Class Counsel’s actual litigation costs and expenses (up to \$100,000) as supported by declaration; and (e) PAGA Settlement Payment in the amount of \$250,000 payable to the Labor and Workforce Development Agency (“LWDA”) and the PAGA Representative Group. **Class Counsel’s attorneys’ fees and costs and the Service Awards to the Named Plaintiffs remain subject to Court approval.**

By statute, seventy-five percent (75%) of PAGA Settlement Payment (\$187,500) is payable to the LWDA. The remaining twenty-five percent (25%) of the PAGA Settlement Payment (\$62,500) is payable to the PAGA Representative Group.

No portion of the Gross Settlement Amount will be returned to Defendant under any circumstances.

### 7. How Much Will My Payment Be?

Your estimated Participating Class Member Payment is shown above and is based on the number of workweeks you worked for Capstone during the Class Period as compared to the total number of workweeks worked by all Settlement Class Members during that same period. Based upon Defendant’ records, your workweek number is determined to be «Total\_Weeks». If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of workweeks, see below (Question 9).

Your Individual PAGA Payment is shown above and is based on the number of pay periods you worked for Capstone during the Class Period as compared to the total number of pay periods worked by all members of the PAGA Representative Group during that same period. Based upon Defendant’ records, your pay period number is determined to be «Total\_Weeks».

### 8. How Do I Get A Payment?

To qualify for payment, you need not do anything other than inform the Settlement Administrator of your current address (if you have moved from the address listed on this Notice). The Settlement Administrator will mail you a check within approximately 120 days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

### 9. What If I Believe The Information Is Inaccurate?

If you believe the number of workweeks and/or pay periods listed above is inaccurate, you may dispute it by sending a letter to Settlement Administrator, P.O. Box 7208, Orange, CA 92863, no later than **June 15, 2026**. Be sure to include your name, address, telephone number, last four digits of your social security number, and a statement as to what and why you are disputing. Also attach a copy of

any documentation you want to include to support your dispute.

#### 10. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the settlement, you will be deemed a Participating Class Member, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for any Released Class Claims. Specifically, you will be giving up or “releasing” the claims described below:

“Released Class Claims” means any and all claims, known or unknown, that were asserted in any and/or all of the LWDA Notices or complaints in the Actions, or that could have been asserted in any and/or all of the LWDA Notices or complaints in the Actions based on the facts and allegations alleged in any complaint or LWDA Notice in the Actions. The Released Class Claims are expressly limited to claims arising during the Class Period, and no claims outside the Class Period are released by this Agreement. The Released Class Claims include but are not limited to all claims that were asserted in the Actions, whether or not specifically delineated as a claim or cause of action in the Actions, including claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation; the calculation of the regular rate of pay; reimbursement for business expenses; payment for all hours worked, including off-the-clock work; inaccurate or incomplete wage statements; improper or unauthorized deductions; failure to keep accurate records; unfair business practices; failure to provide meal periods or rest breaks; unpaid meal period or rest break premiums; failure to timely pay wages due during or at separation of employment; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and interest, attorneys’ fees, and costs. The Released Class Claims include but are not limited to claims arising under the California Labor Code including, but not limited to, sections 200-206, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204b, 204.1, 204.2, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2698 et seq., 2699 et seq., 2800, 2802 et seq., 2810, 2810.3, the Wage Orders of the California Industrial Welfare Commission, including but not limited to IWC Wage Order Nos. 4, 5 and 9 (Cal. Code Regs., tit. 8, § 11050), the California Private Attorneys General Act of 2004 (“PAGA”), the California Business and Professions Code section 17200, et seq., 12 CCR § 11040, 8 CCR § 11060, and the California common law.

In addition, as a member of the PAGA Representative Group, you will release the Released Parties from the following claims:

“Released PAGA Claims” means any and all claims, known or unknown, that were asserted in any and/or all of the LWDA Notices or complaints in the Actions, or that could have been asserted in any and/or all of the LWDA Notices or complaints in the Actions based on the facts and allegations alleged in any complaint or LWDA Notice in the Actions. The Released PAGA Claims are expressly limited to claims arising during the Class Period, and no claims outside the Class Period are released by this Agreement. The Released PAGA Claims include but are not limited to all claims that were asserted in the Actions, whether or not specifically delineated as a claim or cause of action in the Actions, including claims for civil penalties relating to, based upon, or arising out of the Released Parties’ alleged failure to properly pay all wages due, provide minimum wages, straight time compensation, overtime compensation, or double-time compensation; failure to properly calculate the regular rate of pay; failure to reimburse business expenses; failure to pay for all hours worked, including off-the-clock work; failure to issue accurate or complete wage statements; alleged improper or unauthorized deductions; failure to keep accurate records; failure to provide meal periods or rest breaks; unpaid meal period or rest break premiums; failure to timely pay wages due during or at separation of employment; claims for penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and claims for interest, attorneys’ fees, and costs. The Released PAGA Claims include but are not limited to claims arising under the California Labor Code including, but not limited to, sections 200-206, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204b, 204.1, and 204.2, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 1193.6, 2698 et seq., 2699 et seq., 2800, 2802 et seq., 2810, 2810.3, the Wage Orders of the California Industrial Welfare Commission, including but not limited to IWC Wage Order Nos. 4, 5 and 9 (Cal. Code Regs., tit. 8, § 11050), the California Private Attorneys General Act of 2004 (“PAGA”), 12 CCR § 11040, 8 CCR § 11060, and the California common law. The “Released Parties” are Capstone Logistics, LLC and any of its parents, subsidiaries, affiliates, customers, business partners, predecessors or successors, and all agents, employees, officers, directors, and attorneys thereof.

#### 11. Why Does This Notice Look Familiar?

You may have received a similar notice regarding a settlement of this case in 2024. This notice pertains to an amended settlement reached in the same case that includes a larger Gross Settlement Fund, a larger population, and an extended time period.

## 12. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as “opt out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Verdugo v. Capstone Logistics, LLC* settlement. Be sure to include your name, address, telephone number, last four digits of your social security number, and your signature. You must mail your request for exclusion postmarked no later than **June 15, 2026**, to the Settlement Administrator at Settlement Administrator, P.O. Box 7208, Orange, CA 92863.

If you submit a timely and valid “opt out” request, you will be deemed a Non-Participating Class Member, and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by the settlement with respect to the Released Class Claims.

Regardless of whether you opt out of the class portion of the settlement, if you will remain a member of the PAGA Representative Group, you will still receive a portion of the PAGA Settlement Payment and be bound by the settlement with respect to the Released PAGA Claims.

## 13. If I Don't Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you remain in the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue with your own lawsuit. Remember, the exclusion deadline is **June 15, 2026**.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class claims in this matter.

## 14. How Do I Tell The Court That I Don't Believe That The Settlement Is Fair?

If you are a Participating Class Member, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you must do so in writing. If you submit a valid written objection, you may also appear at the final approval hearing for the settlement (see Section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

In order to be valid, an objection must be signed by you and must include: (1) your full name, address, telephone number, and signature; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than **June 15, 2026**, to the Settlement Administrator at Settlement Administrator, P.O. Box 7208, Orange, CA 92863.

## 15. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

## 16. Do I Have A Lawyer In This Case?

The Court decided that the law firms of The Kick Law Firm, APC and Diversity Law Group, P.C., both of which represent the Named Plaintiffs, are also qualified to represent you and all Settlement Class Members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

## 17. How Will The Attorneys For The Class And The Class Representative Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. Class Counsel will ask for up to one-third of the Gross Settlement Amount (currently estimated to total \$1,983,333.33) in attorneys' fees and for actual litigation costs, the actual amount of which will be determined by the Court at the final approval hearing (see Question 18 below for details as to when and where this hearing will take place). Settlement Class Members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, then you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, Service Awards for each of the Named Plaintiffs in amounts ranging from \$10,000 to \$25,000 (collectively, up to \$65,000) will be paid from the Gross Settlement Amount for their work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

### 18. When Is The Notice Of Hearing On Final Approval And Objections To The Class Action Settlement?

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable David C. Beyersdorf on July 31, 2026, at 9:30 a.m., in Department 3 of the Superior Court of California for the County of Tuolumne, located at 12855 Justice Center Drive, Sonora, California, 95370, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment, and all Participating Class Members and members of the PAGA Representative Group will be deemed to have waived the released claims set forth above.

### 19. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

### 20. What Is The Contact Information For The Court and Class Counsel?

The addresses for the Court and Class Counsel are as follows:

| COURT                                                                                                                                       | CLASS COUNSEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Clerk of Court<br/>Superior Court of California,<br/>County of Tuolumne<br/>12855 Justice Center Drive Sonora,<br/>California, 95370</p> | <p><b>THE KICK LAW FIRM, APC</b><br/>Taras Kick<br/>Tyler Dosaj<br/>815 Moraga Drive<br/>Los Angeles, California 90049<br/>Telephone: (310) 395-2988<br/>taras@kicklawfirm.com<br/>tyler@kicklawfirm.com</p> <p><b>DIVERSITY LAW GROUP, P.C.</b><br/>Larry W. Lee<br/>Kristen M. Agnew<br/>515 S. Figueroa Street, Suite 1250<br/>Los Angeles, CA 90071<br/>Telephone: (213) 488-6555<br/>Facsimile: (213) 488-6554<br/><a href="mailto:lwlee@diversitylaw.com">lwlee@diversitylaw.com</a><br/><a href="mailto:kagnew@diversitylaw.com">kagnew@diversitylaw.com</a></p> |

### WHAT IF I HAVE QUESTIONS?

**If you have any questions about the settlement, you may contact the Settlement Administrator:**

*Verdugo v. Capstone Logistics LLC*  
c/o Settlement Administrator  
P.O. Box 7208  
Orange, CA 92863  
Telephone: (800) 523-5773  
Facsimile: (949) 209-2503  
Email: [info@phoenixclassaction.com](mailto:info@phoenixclassaction.com)

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

*Verdugo v. Capstone Logistics LLC*  
Tribunal Superior de California, Condado de Tuolumne  
(Caso Núm. CV66120)

**AVISO DE ACUERDO DE ACCIÓN DE CLASE (“AVISO”)**

**SI USTED ES UN EMPLEADO ACTUAL O ANTERIOR QUE TRABAJÓ PARA CAPSTONE LOGISTICS, LLC DENTRO DEL ESTADO DE CALIFORNIA EN UN PUESTO NO EXENTO EN CUALQUIER MOMENTO DESDE EL 1 DE AGOSTO DE 2019 HASTA EL 25 DE JULIO DE 2025 INCLUSIVE, ES POSIBLE QUE PUEDA RECIBIR DINERO DE UN ACUERDO DE ACCIÓN DE CLASE.**

*El Tribunal Superior de California, Condado de Tuolumne (“Tribunal”) autorizó el envío de este Aviso para el Phoenix Settlement Administrators (“Administrador del Acuerdo”). Este no es un anuncio publicitario. Esta no es una solicitud de un abogado.*

EL DEMANDADO NO PUEDE NI TOMARÁ REPRESALIAS CONTRA USTED DE NINGUNA MANERA POR PARTICIPAR EN ESTE ACUERDO.

ATTN:«First\_Name» «Last\_Name»  
«Address\_1»  
«City», «State», «ZIP\_Code»

**SE ESTIMA QUE RECIBIRÁ  
APROXIMADAMENTE «Est\_Set\_Amt» A  
TRAVÉS DE ESTE ACUERDO DE ACCIÓN  
DE CLASE**

- Corey J. Devine, Jermaine Willis, Ivan Escobar, Sheri King, and Andrea Otanez Verdugo (colectivamente, los “Demandantes Nombrados”) Demandaron a Capstone Logistics, LLC (“Capstone” o “Demandado”) en nombre propio y en nombre de todos los demás empleados en situación similar.
- Las partes en la Demanda han llegado a un Acuerdo provisional, y el Tribunal lo ha aprobado preliminarmente.
- El Acuerdo resuelve la Demanda.
- Sus derechos legales se ven afectados tanto si actúa como si no actúa. Lea este aviso cuidadosamente.

| SUS DERECHOS LEGALES Y OPCIONES EN ESTA DEMANDA                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Puede NO HACER NADA</b>                                                             | <b>Recibirá un pago del Acuerdo.</b> Si no hace nada, continúa su participación en esta Demanda y se verá afectado por el resultado de este caso. Recibirá un pago del Acuerdo; sin embargo, <b>perderá</b> cualquier derecho a Demandar al Demandado por separado por las mismas reclamaciones legales presentadas en la Demanda. El monto estimado de su pago del Acuerdo se muestra arriba. Para recibir su pago del Acuerdo, todo lo que necesita hacer es mantener al Administrador del Acuerdo informado de su dirección postal actual. Una vez que el Tribunal otorgue la aprobación final del Acuerdo, el Administrador del Acuerdo le enviará su cheque a la dirección registrada. |
| <b>Puede SOLICITAR SER EXCLUIDO DEL ACUERDO</b><br>(Fecha límite: 15 de junio de 2026) | <b>Si solicita ser excluido del Acuerdo, no recibirá ningún pago del Acuerdo de Clase, pero conservará</b> cualquier derecho a Demandar al Demandado por separado por las mismas reclamaciones legales presentadas en esta Demanda. <b>Importante: No puede solicitar ser excluido y aun así recibir un pago del Acuerdo de Clase.</b><br>Sin embargo, aún recibirá una parte del Pago del Acuerdo bajo la Ley de Representación Privada General de Abogados de California (“PAGA”) (véanse las Preguntas 6 y 7 a continuación) incluso si se excluye.                                                                                                                                      |
| <b>Puede OBJETAR EL ACUERDO</b><br>(Fecha límite: 15 de junio de 2026)                 | Si no le gustan los términos del Acuerdo, puede enviar una objeción escrita al Administrador del Acuerdo antes de la fecha límite. Si su objeción es desestimada, seguirá estando vinculado por los términos del Acuerdo y recibirá un pago del Acuerdo. <b>Importante: Si objeta el Acuerdo, no puede también ni posteriormente solicitar ser excluido.</b>                                                                                                                                                                                                                                                                                                                                |

**ESTOS DERECHOS Y OPCIONES —Y LAS FECHAS LÍMITE PARA EJERCERLOS— SE EXPLICAN EN ESTE AVISO.**

El Tribunal está a cargo de esta Demanda y aún debe decidir si aprueba el Acuerdo. Los pagos se realizarán si el Tribunal aprueba el Acuerdo y después de que se resuelvan las apelaciones, si las hubiere. **Por favor, sea paciente.**

**1. ¿Por Qué Debe Leer Este Aviso?**

Debe leer este Aviso porque puede tener derecho a recibir dinero de un Acuerdo de acción de Clase.

**2. ¿De Qué Trata Esta Demanda?**

En la Demanda, los Demandantes Nombrados alegan reclamaciones de Clase putativa bajo el Código Laboral por: (1) incumplimiento

en proporcionar períodos de comida; (2) incumplimiento en autorizar y permitir períodos de descanso; (3) incumplimiento en pagar por todas las horas trabajadas; (4) incumplimiento en pagar salarios por horas extra; (5) emisión de recibos de salario inexactos; (6) incumplimiento en pagar salarios oportunamente; (7) incumplimiento en pagar salarios oportunamente al momento de la separación laboral; (8) deducciones ilegales de salarios; (9) incumplimiento en mantener registros de nómina; y (10) incumplimiento en reembolsar gastos comerciales. El Demandado niega las alegaciones en la Demanda y niega haber incurrido en conducta indebida alguna. El Demandado sostiene que cumplió con todos los requisitos legales, pero está resolviendo esta acción para evitar los costos de procedimientos legales adicionales.

### 3. ¿Por Qué Es Esta Una Acción de Clase?

Esta Demanda es una acción de Clase. En una acción de Clase, una o más personas, denominadas representantes de la Clase (en este caso, los Demandantes Nombrados), Demandan en nombre de personas que presuntamente tienen reclamaciones similares. Todas estas personas forman una Clase y pueden ser denominadas miembros de la Clase. Una Demanda de acción de Clase resuelve los asuntos para todos los miembros de la Clase, excepto para quienes se excluyen de la Clase. Esta Demanda se conoce como *Verdugo, et al. v. Capstone Logistics, LLC*, Caso Núm. CV66120, y se tramita en el Tribunal Superior de California, Condado de Tuolumne.

### 4. ¿Por Qué Existe Un Acuerdo?

El Tribunal no decidió a favor de los Demandantes Nombrados ni del Demandado. Los Demandantes Nombrados consideran que podrían haber ganado en juicio. El Demandado considera que habría ganado en juicio. Sin embargo, en lugar de un juicio, ambas partes acordaron un Acuerdo. De esta manera, evitan el costo de los litigios, y las personas potencialmente afectadas recibirán una compensación. Los Demandantes Nombrados y sus abogados consideran que el Acuerdo es lo mejor para los Miembros de la Clase del Acuerdo.

### 5. ¿Cómo Sé Si Formo Parte Del Acuerdo?

El Tribunal ha determinado que todos los empleados actuales o anteriores que trabajaron para Capstone dentro del Estado de California en un puesto no exento en cualquier momento desde el 1 de agosto de 2019 hasta el 25 de julio de 2025 inclusive, son “Miembro(s) de la Clase”.

El Tribunal también ha determinado que el Grupo Representativo PAGA incluye a todos los empleados actuales o anteriores que trabajaron para Capstone dentro del Estado de California en un puesto no exento en cualquier momento desde el 1 de agosto de 2019 hasta el 25 de julio de 2025 inclusive.

El Período de la Clase es el período comprendido entre el 1 de agosto de 2019 y el 25 de julio de 2025, ambas fechas inclusive.

### 6. ¿Qué Dispone El Acuerdo?

El Acuerdo propuesto establece un pago por parte de Capstone de \$5,950,000 para resolver plena y definitivamente todas las reclamaciones en la Demanda (denominado el “Monto Bruto del Acuerdo”). El Fondo Neto del Acuerdo se distribuirá a los Miembros de la Clase del Acuerdo que puedan ser localizados y que no se excluyan del Acuerdo. El Fondo Neto del Acuerdo será el monto de dinero restante del Monto Bruto del Acuerdo después de deducir lo siguiente: (i) los costos de administración del Acuerdo por un monto de \$65,950.00; (ii) Premios por Servicio para cada uno de los Demandantes Nombrados en montos que van de \$10,000 a \$25,000 (colectivamente, \$65,000) por su trabajo y esfuerzo en la tramitación de este caso, y por asumir los riesgos de costos (en caso de que el resultado de esta Demanda no hubiera sido favorable); (iii) los honorarios de abogados de los Abogados de la Clase equivalentes a un tercio del Monto Bruto del Acuerdo (actualmente estimados en \$1,983,333.339); (d) los costos y gastos reales de litigación de los Abogados de la Clase (hasta \$100,000) según lo respaldado por declaración; y (e) el Pago del Acuerdo PAGA por un monto de \$250,000 pagadero a la Agencia de Desarrollo Laboral y de la Fuerza Laboral (“LWDA”) y al Grupo Representativo PAGA. **Los honorarios y costos de los Abogados de la Clase y los Premios por Servicio a los Demandantes Nombrados siguen sujetos a la aprobación del Tribunal.**

Por ley, el setenta y cinco por ciento (75%) del Pago del Acuerdo PAGA (\$187,500) es pagadero a la LWDA. El veinticinco por ciento (25%) restante del Pago del Acuerdo PAGA (\$62,500) es pagadero al Grupo Representativo PAGA.

Ninguna parte del Monto Bruto del Acuerdo será devuelta al Demandado en ninguna circunstancia.

### 7. ¿Cuánto Será Mi Pago?

Su estimado Pago del Miembro de la Clase Participante se muestra arriba y se basa en el número de semanas laborales que trabajó para Capstone durante el Período de la Clase en comparación con el número total de semanas laborales trabajadas por todos los Miembros de la Clase del Acuerdo durante ese mismo período. Según los registros del Demandado, su número de semanas laborales se determina en «Total\_Weeks». Si esta información parece correcta, no necesita hacer nada más para recibir su pago del Acuerdo. Si no está de Acuerdo con el número de semanas laborales, consulte más adelante (Pregunta 9).

Su Pago Individual PAGA se muestra arriba y se basa en el número de períodos de pago que trabajó para Capstone durante el Período de la Clase en comparación con el número total de períodos de pago trabajados por todos los miembros de la Clase Representativo PAGA durante ese mismo período. Según los registros del Demandado, su número de períodos de pago se determina en «Total\_Weeks».

### 8. ¿Cómo Recibo Un Pago?

Para calificar para el pago, no necesita hacer nada más que informar al Administrador del Acuerdo de su dirección actual (si se ha

mudado de la dirección indicada en este Aviso). El Administrador del Acuerdo le enviará un cheque por correo dentro de aproximadamente 120 días después de que el Tribunal dicte sentencia con base en este Acuerdo, aunque posiblemente más tarde dependiendo de si existe alguna apelación de la sentencia dictada por el Tribunal.

#### 9. ¿Qué Pasa Si Considero Que La Información Es Inexacta?

Si considera que el número de semanas laborales y/o períodos de pago indicados anteriormente es inexacto, puede impugnarlo enviando una carta al Administrador del Acuerdo, P.O. Box 7208, Orange, CA 92863, a más tardar el **15 de junio de 2026**. Asegúrese de incluir su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social y una declaración sobre qué y por qué está impugnando. También adjunte una copia de cualquier documentación que desee incluir para respaldar su impugnación.

#### 10. ¿A Qué Renuncio Para Recibir Un Pago Del Acuerdo?

A menos que solicite ser excluido del Acuerdo, se le considerará un Miembro de la Clase Participante, lo que significa que no puede Demandar, continuar Demandando, ni formar parte de ninguna otra Demanda contra las Partes Liberadas por ninguna Reclamación de Clase Liberada. En particular, estará renunciando o “liberando” las reclamaciones descritas a continuación:

“Reclamaciones de Clase Liberadas” significa todas y cada una de las reclamaciones, conocidas o desconocidas, que fueron presentadas en cualquiera y/o todos los Avisos a la LWDA o Demandas en las Acciones, o que podrían haber sido presentadas en cualquiera y/o todos los Avisos a la LWDA o Demandas en las Acciones con base en los hechos y alegaciones alegados en cualquier Demanda o Aviso a la LWDA en las Acciones. Las Reclamaciones de Clase Liberadas se limitan expresamente a las reclamaciones que surgen durante el Período de la Clase, y ninguna reclamación fuera del Período de la Clase es liberada por este Acuerdo. Las Reclamaciones de Clase Liberadas incluyen, entre otras, todas las reclamaciones que fueron presentadas en las Acciones, independientemente de si se delinearon específicamente como una reclamación o causa de acción en las Acciones, incluyendo reclamaciones por salarios no pagados, incluyendo incumplimiento en pagar el salario mínimo, compensación por tiempo ordinario, compensación por horas extra, compensación por doble tiempo; el cálculo de la tasa regular de pago; reembolso de gastos comerciales; pago por todas las horas trabajadas, incluido el trabajo fuera del horario registrado; recibos de salario inexactos o incompletos; deducciones impropias o no autorizadas; incumplimiento en mantener registros precisos; prácticas comerciales desleales; incumplimiento en proporcionar períodos de comida o descanso; primas de período de comida o descanso no pagadas; incumplimiento en pagar salarios a tiempo durante o al momento de la separación laboral; penalidades, incluyendo, entre otras, penalidades por registros, penalidades por recibos de salario, penalidades por salario mínimo y penalidades por demora en el pago; e intereses, honorarios de abogados y costos. Las Reclamaciones de Clase Liberadas incluyen, entre otras, las reclamaciones que surgen bajo el Código Laboral de California incluyendo, entre otras, las secciones 200-206, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204b, 204.1, 204.2, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2698 y siguientes, 2699 y siguientes, 2800, 2802 y siguientes, 2810, 2810.3, las Órdenes Salariales de la Comisión de Bienestar Industrial de California, incluyendo entre otras las Órdenes Salariales de la IWC Núms. 4, 5 y 9 (Código de Registros de California, título 8, § 11050), la Ley de Representación Privada General de Abogados de California de 2004 (“PAGA”), el Código de Negocios y Profesiones de California sección 17200, y siguientes, 12 CCR § 11040, 8 CCR § 11060, y el derecho consuetudinario de California.

Además, como miembro de la Clase Representativo PAGA, liberará a las Partes Liberadas de las siguientes reclamaciones:

“Reclamaciones PAGA Liberadas” significa todas y cada una de las reclamaciones, conocidas o desconocidas, que fueron presentadas en cualquiera y/o todos los Avisos a la LWDA o Demandas en las Acciones, o que podrían haber sido presentadas en cualquiera y/o todos los Avisos a la LWDA o Demandas en las Acciones con base en los hechos y alegaciones alegados en cualquier Demanda o Aviso a la LWDA en las Acciones. Las Reclamaciones PAGA Liberadas se limitan expresamente a las reclamaciones que surgen durante el Período de la Clase, y ninguna reclamación fuera del Período de la Clase es liberada por este Acuerdo. Las Reclamaciones PAGA Liberadas incluyen, entre otras, todas las reclamaciones que fueron presentadas en las Acciones, independientemente de si se delinearon específicamente como una reclamación o causa de acción en las Acciones, incluyendo reclamaciones por penalidades civiles relacionadas con, basadas en o derivadas del presunto incumplimiento de las Partes Liberadas en pagar debidamente todos los salarios adeudados, proporcionar el salario mínimo, compensación por tiempo ordinario, compensación por horas extra o compensación por doble tiempo; incumplimiento en calcular correctamente la tasa regular de pago; incumplimiento en reembolsar gastos comerciales; incumplimiento en pagar por todas las horas trabajadas, incluido el trabajo fuera del horario registrado; incumplimiento en emitir recibos de salario precisos o completos; presuntas deducciones impropias o no autorizadas; incumplimiento en mantener registros precisos; incumplimiento en proporcionar períodos de comida o descanso; primas de período de comida o descanso no pagadas; incumplimiento en pagar salarios a tiempo durante o al momento de la separación laboral; reclamaciones por penalidades, incluyendo entre otras, penalidades por registros, penalidades por recibos de salario, penalidades por salario mínimo y penalidades por demora en el pago; y reclamaciones por intereses, honorarios de abogados y costos. Las Reclamaciones PAGA Liberadas incluyen, entre otras, las reclamaciones que surgen bajo el Código Laboral de

California incluyendo, entre otras, las secciones 200-206, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204b, 204.1, y 204.2, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 1193.6, 2698 y siguientes, 2699 y siguientes, 2800, 2802 y siguientes, 2810, 2810.3, las Órdenes Salariales de la Comisión de Bienestar Industrial de California, incluyendo entre otras las Órdenes Salariales de la IWC Núms. 4, 5 y 9 (Código de Registros de California, título 8, § 11050), la Ley de Representación Privada General de Abogados de California de 2004 (“PAGA”), 12 CCR § 11040, 8 CCR § 11060, y el derecho consuetudinario de California. Las “Partes Liberadas” son Capstone Logistics, LLC y cualquiera de sus empresas matrices, subsidiarias, filiales, clientes, socios comerciales, predecesores o sucesores, y todos sus agentes, empleados, funcionarios, directores y abogados.

#### 11. ¿Por Qué Este Aviso Le Resulta Familiar?

Es posible que haya recibido un aviso similar sobre un Acuerdo en este caso en 2024. Este aviso corresponde a un Acuerdo enmendado alcanzado en el mismo caso que incluye un Fondo de Acuerdo Bruto mayor, una población más amplia y un período de tiempo extendido.

#### 12. ¿Cómo Me Excluyo Del Acuerdo?

Para excluirse del Acuerdo (también denominado “exclusión voluntaria”), debe enviar por correo una carta al Administrador del Acuerdo indicando que desea ser excluido del Acuerdo en el caso *Verdugo v. Capstone Logistics, LLC*. Asegúrese de incluir su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social y su firma. Debe enviar por correo su solicitud de exclusión con matasellos postal a más tardar el **15 de junio de 2026**, al Administrador del Acuerdo en Administrador del Acuerdo, P.O. Box 7208, Orange, CA 92863.

Si presenta una solicitud de “exclusión voluntaria” válida y oportuna, se le considerará un Miembro de la Clase No Participante, y no recibirá ningún dinero de la porción de Clase del Acuerdo, ni podrá objetar el Acuerdo, pero no quedará legalmente vinculado por el Acuerdo con respecto a las Reclamaciones de Clase Liberadas.

Independientemente de si se excluye de la porción de Clase del Acuerdo, si sigue siendo miembro de la Clase Representativo PAGA, aún recibirá una parte del Pago del Acuerdo PAGA y quedará vinculado por el Acuerdo con respecto a las Reclamaciones PAGA Liberadas.

#### 13. ¿Si No Me Excluyo, Puedo Demandar Al Demandado O Recibir Dinero Del Acuerdo?

Si permanece en el Acuerdo, no puede Demandar al Demandado por ninguna de las reclamaciones que este Acuerdo resuelve. Si tiene una Demanda pendiente contra el Demandado, consulte a su abogado en ese caso de inmediato. Es posible que deba excluirse de este caso para continuar con su propia Demanda. Recuerde, la fecha límite de exclusión es el **15 de junio de 2026**.

Si se excluye del Acuerdo, no recibirá ningún dinero del Acuerdo de las reclamaciones de Clase en este asunto.

#### 14. ¿Cómo Le Digo Al Tribunal Que No Creo Que El Acuerdo Sea Justo?

Si usted es un Miembro de la Clase Participante, puede objetar el Acuerdo si considera que el Acuerdo es injusto o inadecuado. Puede dar razones por las que cree que el Tribunal no debe aprobar el Acuerdo. Si objeta y sigue los procedimientos establecidos en esta sección, su objeción será considerada.

Si decide objetar el Acuerdo propuesto, debe hacerlo por escrito. Si presenta una objeción escrita válida, también puede comparecer a la audiencia de aprobación final del Acuerdo (consulte la Sección 17 a continuación para obtener detalles sobre cuándo tendrá lugar esta audiencia), ya sea en persona o a través de un abogado a su propio costo.

Para ser válida, una objeción debe estar firmada por usted e incluir: (1) su nombre completo, dirección, número de teléfono y firma; (2) una declaración escrita del fundamento de su objeción; y (3) cualquier copia de escritos, alegatos o documentos en los que se base la objeción. Debe enviar por correo su objeción con matasellos postal a más tardar el **15 de junio de 2026**, al Administrador del Acuerdo en Administrador del Acuerdo, P.O. Box 7208, Orange, CA 92863.

#### 15. ¿Cuál Es La Diferencia Entre Objetar Y Excluirse?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Solo puede objetar si permanece en la Clase. Excluirse, por otro lado, es decirle al Tribunal que no desea ser parte de la Clase. Si se excluye, no tiene base para objetar porque el caso ya no le afecta. Sin embargo, si presenta una objeción, aún recibirá los beneficios del Acuerdo si es aprobado por el Tribunal.

#### 16. ¿Tengo Un Abogado En Este Caso?

El Tribunal determinó que los bufetes de abogados de The Kick Law Firm, APC y Diversity Law Group, P.C., que representan a los Demandantes Nombrados, también están calificados para representarle a usted y a todos los Miembros de la Clase del Acuerdo. No se le cobrarán honorarios por estos abogados. Estos bufetes de abogados se denominan “Abogados de la Clase.” Si desea ser representado por su propio abogado, puede contratar a uno a su propio costo.

#### 17. ¿Cómo Se Pagará A Los Abogados De La Clase Y Al Representante De La Clase?

Los Abogados de la Clase serán pagados del Monto Bruto del Acuerdo. Los Abogados de la Clase solicitarán hasta un tercio del Monto

Bruto del Acuerdo (actualmente estimado en \$1,983,333.33) en honorarios de abogados y por los costos reales de litigación, el monto real de los cuales será determinado por el Tribunal en la audiencia de aprobación final (consulte la Pregunta 18 a continuación para obtener detalles sobre cuándo y dónde tendrá lugar esta audiencia). Los Miembros de la Clase del Acuerdo (como usted) no tienen que pagar los honorarios y costos de los Abogados de la Clase. **Sin embargo, si elige contratar a su propio abogado, entonces debe hacer sus propios arreglos para compensar a su abogado.**

Si son aprobados por el Tribunal, los Premios por Servicio para cada uno de los Demandantes Nombrados en montos que van de \$10,000 a \$25,000 (colectivamente, hasta \$65,000) serán pagados del Monto Bruto del Acuerdo por su trabajo y esfuerzo en la tramitación de este caso, y por asumir los riesgos de costos (en caso de que el resultado de esta Demanda no hubiera sido favorable).

**18. ¿Cuándo Es El Aviso De Audiencia Para La Aprobación Final Y Las Objeciones Al Acuerdo De Acción De Clase?**

El Tribunal ha aprobado preliminarmente el Acuerdo y celebrará una audiencia de aprobación final para decidir si otorga la aprobación final del Acuerdo. Esta audiencia se celebrará ante el Honorable David C. Beyersdorf el 31 de julio de 2026, a las 9:30 a.m., en el Departamento 3 del Tribunal Superior de California para el Condado de Tuolumne, ubicado en 12855 Justice Center Drive, Sonora, California, 95370, para determinar si el Acuerdo propuesto es justo, razonable y adecuado, y si debe ser aprobado definitivamente por el Tribunal. Si hay objeciones, el Tribunal las considerará. Después de la audiencia, el Tribunal decidirá si aprueba el Acuerdo. No sabemos cuánto tiempo tomará esta decisión. La audiencia de aprobación final puede ser pospuesta sin previo aviso adicional. El Tribunal podrá aplazar o posponer la audiencia de vez en cuando, sin notificación adicional, según lo ordene el Tribunal.

Una vez que el Tribunal otorgue la aprobación final, el Tribunal dictará sentencia, y todos los Miembros de la Clase Participantes y los miembros de la Clase Representativo PAGA se considerarán que han renunciado a las reclamaciones liberadas establecidas anteriormente.

**19. ¿Cómo Obtengo Más Información?**

Este Aviso resume el Acuerdo propuesto. Más detalles se encuentran en el Acuerdo de Conciliación. Puede obtener una copia del Acuerdo de Conciliación contactando a los Abogados de la Clase.

**20. ¿Cuál Es La Información De Contacto Del Tribunal Y Los Abogados De La Clase?**

Las direcciones del Tribunal y los Abogados de la Clase son las siguientes:

| TRIBUNAL                                                                                                                                      | ABOGADOS DE LA CLASE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Secretario del Tribunal<br>Tribunal Superior de California,<br>Condado de Tuolumne<br>12855 Justice Center Drive Sonora,<br>California, 95370 | <p><b>THE KICK LAW FIRM, APC</b><br/>Taras Kick<br/>Tyler Dosaj<br/>815 Moraga Drive<br/>Los Angeles, California 90049<br/>Teléfono: (310) 395-2988<br/>taras@kicklawfirm.com<br/>tyler@kicklawfirm.com</p> <p><b>DIVERSITY LAW GROUP, P.C.</b><br/>Larry W. Lee<br/>Kristen M. Agnew<br/>515 S. Figueroa Street, Suite 1250<br/>Los Angeles, CA 90071<br/>Teléfono: (213) 488-6555<br/>Fax: (213) 488-6554<br/><a href="mailto:lwlee@diversitylaw.com">lwlee@diversitylaw.com</a><br/><a href="mailto:kagnew@diversitylaw.com">kagnew@diversitylaw.com</a></p> |

**¿TIENE PREGUNTAS?**

**Si tiene alguna pregunta sobre el Acuerdo, puede comunicarse con el Administrador del Acuerdo:**

*Verdugo v. Capstone Logistics LLC*  
c/o Administrador del Acuerdo  
P.O. Box 7208  
Orange, CA 92863  
Teléfono: (800) 523-5773  
Fax: (949) 209-2503  
Correo: [info@phoenixclassaction.com](mailto:info@phoenixclassaction.com)

POR FAVOR NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DEL ACUERDO.

## **Exhibit B**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                       |             |
|-----------------------|-------------|
| Class Members         | 18,000      |
| Opt Out Rate          | 1%          |
| Opt Outs Received     | 180         |
| Total Class Claimants | 17,820      |
| Subtotal Admin Only   | \$65,950.00 |

**Not-to-Exceed Total \$65,950.00**

**For 18000 Members**

Pricing Good for Scope of Estimate Only

**October 3, 2025**

## Case: Capstone Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Kristen Agnew

Firm: DIVERSITY LAW GROUP, P.C.

Contact Number: (213) 488-6555

Email: kagnew@diversitylaw.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 18000 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*             | \$156.50 | 1           | \$156.50           |
| Call Center & Long Distance  | \$2.00   | 16          | \$32.00            |
| NCOA (USPS)                  | \$375.00 | 2           | \$750.00           |
| Total                        |          |             | \$1,688.50         |

\* 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   | \$0.03     | 18,000      | \$540.00           |
| Notice Packet & Opt-Out Form     | \$0.85     | 18,000      | \$15,300.00        |
| Estimated Postage (up to 2 oz.)* | \$0.72     | 18,000      | \$12,960.00        |
| Static Website                   | \$250.00   | 1           | \$250.00           |
| Language Translation             | \$1,000.00 | 1           | \$1,000.00         |
| Total                            |            |             | \$30,425.00        |

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



# PHOENIX

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                                                     | \$1.00  | 450          | \$450.00           |
| Remail Notice Packets                                                           | \$0.85  | 450          | \$382.50           |
| Estimated Postage                                                               | \$0.72  | 450          | \$324.00           |
| Programming Undeliverables                                                      | \$50.00 | 3            | \$150.00           |
|                                                                                 |         | <b>Total</b> | <b>\$1,471.50</b>  |

| Database Programming / Processing Opt-Outs, Deficiencies or Disputes |          |              |                    |
|----------------------------------------------------------------------|----------|--------------|--------------------|
| Project Action:                                                      | Rate     | Hours/Units  | Line Item Estimate |
| Programming Claims Database                                          | \$135.00 | 2            | \$270.00           |
| Non Opt-Out Processing                                               | \$200.00 | 1            | \$200.00           |
| Case Associate                                                       | \$55.00  | 2            | \$110.00           |
| Opt-Outs/Deficiency/Dispute Letters                                  | \$10.00  | 18           | \$180.00           |
| Case Manager                                                         | \$75.00  | 3            | \$225.00           |
|                                                                      |          | <b>Total</b> | <b>\$985.00</b>    |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks |          |              |                    |
|--------------------------------------------------------------------------|----------|--------------|--------------------|
| Project Action:                                                          | Rate     | Hours/Units  | Line Item Estimate |
| Programming Calculations                                                 | \$135.00 | 3            | \$405.00           |
| Disbursement Review                                                      | \$135.00 | 3            | \$405.00           |
| Programming Manager                                                      | \$95.00  | 3            | \$285.00           |
| QSF Bank Account & EIN                                                   | \$100.00 | 2            | \$200.00           |
| Check Run Setup & Printing                                               | \$125.00 | 3            | \$375.00           |
| Mail Class Checks *                                                      | \$0.70   | 18,000       | \$12,600.00        |
| Estimated Postage                                                        | \$0.74   | 18,000       | \$13,320.00        |
|                                                                          |          | <b>Total</b> | <b>\$27,590.00</b> |

\* 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   | 5           | \$625.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$1.50     | 180         | \$270.00           |
| Case Associate                                                                               | \$55.00    | 4           | \$220.00           |
| Reconcile Uncashed Checks                                                                    | \$75.00    | 5           | \$375.00           |
| Conclusion Reports                                                                           | \$150.00   | 1           | \$150.00           |
| Case Manager Conclusion                                                                      | \$75.00    | 2           | \$150.00           |
| Final Reporting & Declarations                                                               | \$125.00   | 2           | \$250.00           |
| IRS & QSF Annual Tax Reporting *<br>(1 State Tax Reporting Included)                         | \$1,750.00 | 1           | \$1,750.00         |
| Total                                                                                        |            |             | \$3,790.00         |

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

**Estimate Total: \$65,950.00**



CLASS ACTION ADMINISTRATION SOLUTIONS

## **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.