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ALAMEDA COUNTY

NOV 21 2023

CLERK OF THE SUPERIOR COURT

By  Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

SAUL LOPEZ and SAMUEL LOPEZ,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

HOME EXPRESS DELIVERY SERVICE,
LLC, a California Limited Liability
Company doing business as TEMCO
LOGISTICS; and DOES 1 to 100,

Defendants.

Case No. 23CV031371

**SECOND AMENDED [PROPOSED]
ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND CERTIFICATION OF
SETTLEMENT CLASS, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Hearing Date: November 21, 2023

Time: 3:00 p.m.

Dept.: 23

Judge: Hon. Brad Seligman

Reservation No. 0678331107881

Complaint Filed: April 17, 2023

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and representative
3 action (the “Action”). Plaintiffs Saul Lopez and Samuel Lopez (collectively, “Plaintiffs” or “Class
4 Representatives”) have applied to this Court for an order preliminarily approving the settlement of the
5 Action in accordance with the AMENDED JOINT STIPULATION OF SETTLEMENT FOR CLASS
6 ACTION AND REPRESENTATIVE ACTION; RELEASE OF CLAIMS (the “Amended
7 Agreement”), and AMENDMENT TO THE AMENDED JOING STIPULATION OF SETTLEMENT
8 FOR CLASS ACTION AND REPRESENTATIVE ACTION; RELEASE OF CLAIMS
9 (“Amendment to Amended Agreement”) which with the exhibits annexed thereto, sets forth the terms
10 and conditions for a proposed settlement and entry of judgment upon the terms and conditions set forth
11 therein. The Court has read and considered the Memorandum of Points and Authorities in support of
12 Plaintiffs’ notice of motion, motion for preliminary approval of class action settlement and
13 certification of settlement class, memorandum of points and authorities, and the declarations submitted
14 therewith. For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

15 **II. FINDINGS**

16 After review and consideration of the Agreement and Plaintiffs’ motion for preliminary
17 approval and the papers in support thereof, the Court hereby finds and orders as follows:

- 18 1. The Agreement falls within the range of reasonableness meriting possible final approval.
- 19 2. The certification of the Class solely for purposes of settlement is appropriate in that: (1)
20 the Class Members are ascertainable and so numerous that joinder of all Class Members is
21 impracticable; (2) there are questions of law and fact common to the Class which predominate over
22 any individual questions; (3) Plaintiffs’ claims are typical of the claims of the Class; (4) Plaintiffs and
23 their Counsel have fairly and adequately represented and protected the interests of the Class; and (5)
24 a class action, and class-wide resolution of the action via class settlement procedures is superior to
25 other available methods for the fair and efficient adjudication of the controversy.
- 26 3. The Agreement, and the obligations of the Parties as set forth therein, appears fair,
27 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in light
28 of the factual, legal, practical, and procedural considerations raised by this case.

1 4. Plaintiffs do not have any conflicts that would preclude them from serving as Class
2 Representatives, and their appointment comports with the requirements of due process.

3 5. Class Counsel does not have any conflicts that would preclude them from acting as Class
4 Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of
5 due process.

6 6. The notice of proposed class action settlement attached hereto as **Exhibit A** complies with
7 due process because the notice of proposed class action settlement is reasonably calculated to
8 adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the proposed
9 Agreement; and (iii) their rights, including the right to either participate in the settlement, exclude
10 themselves from the settlement, or object to the settlement. Plaintiffs' proposed plan for class notice
11 and settlement administration is the best notice practicable under the circumstances.

12 **III. ORDER**

13 The Court having considered the papers submitted in support of the motion for preliminary
14 approval, HEREBY ORDERS THE FOLLOWING:

15 1. The Court finds on a preliminary basis that the provisions of the Agreement are fair,
16 reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

17 2. The following Class is conditionally certified for purposes of settlement only: All current
18 and former employees and/or workers of Labor Contractors that performed work for Defendant
19 (including those classified as an "independent contractor delivery driver" and/or an "independent
20 contractor delivery helper") in the State of California during the Class Period from April 17, 2019,
21 through November 21, 2023, and who do not submit a timely and valid Request for Exclusion; but
22 excluding individual owners and operators of Labor Contractors and individuals that have previously
executed a full release of claims with Defendant.

23 3. The Agreement provides for the following release as to Class Members, which is hereby
24 approved conditionally: Any and all claims that were pled or could have been pled based on the factual
25 allegations in the operative or prior complaints in the Actions, arising during the Class Period,
26 including, but not limited to, any claim for the following: failure to provide meal or rest periods, failure
27 to pay premiums for non-compliant meal or rest periods, or to pay such premiums at the regular rate,

28 3.

1 failure to pay minimum wage, failure to pay overtime wages or overtime wages at the regular rate of
2 pay, regular rate violations, failure to pay timely wages during employment, failure to pay accrued
3 wages upon termination of employment, failure to furnish accurate and itemized wage statements, and
4 failure to maintain accurate records arising under California Labor Code §§ 201, 202, 203, 204, 210,
5 226, 226.3, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 2802, 2775, 2810.3;
6 entering into an illegal contract or agreement under California Labor Code 2810, the California Unfair
7 Competition Law, Business and Professions Code §§ 17200 et seq., and the California Industrial
8 Welfare Commission Wage Orders. The Released Class Claims as described above shall include any
9 remedies for any of the claims described herein, including, damages, penalties of any nature,
10 restitution, declaratory relief, equitable or injunctive relief, interest, attorneys' fees and costs.

11 4. This settlement also releases claims under the Private Attorneys General Act of 2004
12 ("PAGA"). These claims are asserted on behalf of PAGA Aggrieved Employees defined as: All
13 current and former employees and/or workers of Labor Contractors that performed work for Defendant
14 (including those classified as an "independent contractor delivery driver" and/or an "independent
15 contractor delivery helper") in the State of California during the PAGA Period; but excluding
16 individual owners and operators of Labor Contractors and individuals that have previously executed a
17 full release of claims with Defendant. The PAGA Period is March 6, 2022, through November 21,
18 2023. PAGA Aggrieved Employees may not request to be excluded from the PAGA portion of the
19 settlement, including the Released PAGA Claims. All PAGA Aggrieved Employees will receive a
20 portion of the Net PAGA Settlement Amount.

21 5. The Agreement provides for the following release as to PAGA Aggrieved Employees,
22 which is hereby approved conditionally: "Released PAGA Claims" shall mean any and all claims that
23 were alleged in Plaintiffs' PAGA Letter and the operative complaint of the Lawsuit and/or reasonably
24 could have been alleged based on the claims, facts and/or allegations that were contained in Plaintiffs'
25 PAGA Letter and the operative complaint of the Lawsuit. This release will be for the period of time
26 between March 6, 2022, through November 21, 2023. ("PAGA Period"). The Released PAGA Claims
27 shall be released by Plaintiffs, the LWDA, and all Aggrieved Employees, without any option to submit
28 any Request for Exclusion.

1 6. The settlement appears to be fair, adequate, and reasonable to the Class. The settlement
2 falls within the range of reasonableness and appears to be presumptively valid, subject only to any
3 objections that may be raised at the final approval hearing and final approval by this Court.

4 7. Plaintiffs Saul Lopez and Samuel Lopez are conditionally approved as the Class
5 Representatives for the Class.

6 8. The proposed Service Payment Awards to Plaintiffs Saul Lopez and Samuel Lopez in the
7 amounts of \$10,000.00, each, will be considered by the Court at the time of final approval.

8 9. The Law Office of Allan A. Villanueva, Allan A. Villanueva and Parham Golestanian are
9 conditionally approved as Class Counsel.

10 10. The proposed awards of up to \$333,333.00 in attorneys' fees and up to \$5,000.00 in actual
11 costs payable to Class Counsel will be considered by the Court at the time of final approval.

12 11. A final approval hearing on the question of whether the settlement, attorneys' fees and
13 costs to Class Counsel, and the Service Payment Award should be finally approved as fair, reasonable,
14 and adequate as to Class Members is scheduled in Department 23 on the date and time set forth in the
15 Implementation Schedule below.

16 12. The Court confirms Simpluris Inc., as the Settlement Administrator.

17 13. The proposed payment of up to \$25,000.00 to Simpluris Inc., for its services as the
18 settlement Administrator will be considered by the Court at the time of final approval.

19 14. The Court also hereby conditionally approves and orders payment from the Gross
20 Settlement Amount of the PAGA Payment of \$50,000.00 (75% of which shall be paid to the Labor
21 and Workforce Development Agency, and 25% of which shall be distributable to PAGA Aggrieved
22 Employees).

23 15. The Court approves, as to form and content, the Notice of Class Action Settlement in
24 substantially the form attached hereto as **Exhibit A**. The Court approves the procedure for Class
25 Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

26 16. The Court directs the mailing of the notice of class action settlement by first class mail to
27 Class Members in English and Spanish languages in accordance with the Implementation Schedule
28 below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in

the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

Deadline for Defendant to submit Class Data to Settlement Administrator	December 21, 2023 [30 calendar days of entry of this Order]
Deadline for Settlement Administrator to Mail Class Notices to Class Members	15 calendar days after receipt of the Class Data
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	45 calendar days after postmark date of mailing of Notice to Class Members
Deadline for Class Members with Re-Mailed Class Notices to Postmark Requests for Exclusion and Objections	45 calendar days after postmark date of re-mailing of Notice to Class Members
Deadline for Class Counsel to file a Motion for Final Approval	16 court days before Final Approval Hearing
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	March 5, 2024
Final Approval Hearing and Final Approval	March 26, 2024, 3:00 p.m.

1 **IT IS SO ORDERED.**

2
3 DATED: November 21, 2023

4 By: 
Honorable Brad Seligman
Alameda Superior Court Judge

**NOTICE OF CLASS ACTION SETTLEMENT TO CERTAIN
PERSONS WHO WORKED FOR A LABOR CONTRACTOR THAT
PERFORMED WORK FOR HOME EXPRESS DELIVERY SERVICE,
LLC (or HOME EXPRESS DELIVERY SERVICE, LLC) doing
business as TEMCO LOGISTICS (including those classified as an
“independent contractor delivery driver” and/or a “independent
contractor delivery helper”) IN THE STATE OF CALIFORNIA
DURING THE PERIOD(S) SPECIFIED BELOW**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

SAUL LOPEZ and SAMUEL LOPEZ, individually and on behalf of all others similarly situated, Plaintiffs, v. HOME EXPRESS DELIVERY SERVICE, LLC, a California Limited Liability Company doing business as TEMCO LOGISTICS; and DOES 1 to 100, Defendants.	Case No. 23CV031371 NOTICE OF CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING Date: Time: Dept.: 23 Judge: Hon. Brad Seligman
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Please read this entire notice carefully. It may affect your legal right to a monetary settlement related to your work performed for Defendant HOME EXPRESS DELIVERY SERVICE, INC. (or HOME EXPRESS DELIVERY SERVICE, LLC) doing business as TEMCO LOGISTICS during the time frame specified below. This is a court-ordered notice. This notice is not a solicitation from a lawyer and you are not being sued.

If you worked for a Labor Contractor that performed work for Defendant HOME EXPRESS DELIVERY SERVICE, INC. (or HOME EXPRESS DELIVERY SERVICE, LLC), doing business as TEMCO LOGISTICS (including those classified as an “independent contractor delivery driver” and/or a “independent contractor delivery helper”) in the State of California **between April 17, 2019, and [INSERT PRELIMINARY APPROVAL DATE] (“the Class Period”)**, you are receiving this notice because you are eligible for a payment from a class action settlement. Defendant’s records estimate that you performed work for Defendant for a total of [insert individual # of workweeks] weeks during the Class Period and [insert individual # of workweeks] weeks **between March 6, 2022, and [INSERT PRELIMINARY APPROVAL DATE] (the “PAGA Period”)**.

Based upon the estimated number of workweeks that you performed work for Defendant during the time frame specified below, it is estimated that your payment under this settlement will be \$[insert individual class dollar amount] as a Settlement Share, prior to any applicable taxes and deductions, and \$[insert individual PAGA dollar amount] as a PAGA Share. This amount is only an estimate and the final amount(s) may change based on the court’s final approval of the settlement.

Please note that the dates listed above only reflect the qualifying dates for this Settlement and do not necessarily reflect all of your work dates especially because you were not directly employed by Defendant and the records used to determine your approximate workweeks may not be accurate. If you believe Defendant's records are incorrect and want to correct the information above, you must notify the Settlement Administrator and provide documentation or other requested information in support for the correct work dates. You will need to indicate and explain such disagreement under penalty of perjury, on or before [INSERT DATE]. However, the Settlement Administrator is authorized to issue a final, non-appealable decision with regard to the number of compensable workweeks worked by the Class Member; and/or the Claim Amount to which any Class Member may eventually be entitled to receive.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing	You will be considered a Settlement Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment of your Settlement Share (and, if you are also an Aggrieved Employee, your PAGA Share) will be mailed to you at the same address as this Notice, and you will release the Released Class Claims and Released PAGA Claims against the Released Parties covered by the Settlement.
Exclude Yourself	Receive no payment of a Settlement Share and retain any and all rights you may have against Defendant and Releasees as to the Released Claims. Note: If you are also an Aggrieved Employee, regardless of whether you choose to exclude yourself from the Settlement Class, you will receive a PAGA Share of the Settlement and will release the Released PAGA Claims after final approval of the Settlement by the Court.
Object	You may object by either submitting a written objection or by appearing at Final Approval Hearing. If submitting a written objection, write to the Settlement Administrator about why you don't agree with the Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement.
Go to Hearing	Appear at the Final Approval Hearing to speak to the Court about the fairness of the Settlement.

1. Why did I get this Notice?

You have received this notice because the records show that you may be a member of the Class and may be eligible to receive Settlement funds.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get your settlement payment.

2. What is this Lawsuit about?

This Settlement resolves a lawsuit filed by Saul Lopez and Samuel Lopez ("Plaintiffs" or "Class Representatives"), entitled "*SAUL LOPEZ and SAMUEL LOPEZ, individually and on behalf of all others similarly situated, Plaintiffs, v. HOME EXPRESS DELIVERY SERVICE, LLC, a California Limited Liability Company doing business as TEMCO LOGISTICS; and DOES 1 to 100, Defendants.*," Superior Court of the State of California, County of Alameda, Case No. 23CV031371 ("the Lawsuit"). Plaintiffs filed the Lawsuit on April 17, 2023, and amended the Complaint on November 13, 2023, alleging individual, class action and PAGA representative action seeking wages, premiums and penalties for Defendant's failure to: provide meal and rest periods; to pay minimum and/or overtime wages; to pay wages due upon separation; to provide accurate wage statements; and to pay all wages owed every pay period. Plaintiff also alleged that Defendant entered into agreements with Labor Contractors knowing that the Labor Contractors would not be able to comply with the applicable laws governing the labor or services to be provided. Finally, Plaintiff alleged that the above actions constitute unfair competition.

Defendant denies any liability and wrongdoing of any kind associated with the claims alleged in the Lawsuit, and further denies that the Lawsuit is appropriate for class treatment for any purpose other than this Settlement. Defendant contends, among other things, that they have complied at all times with the California Labor Code and the California Business and Professions Code. Plaintiff believes that the Lawsuit is meritorious and that class certification is appropriate.

There was ongoing investigation and information exchanged by Plaintiffs and Defendant ("the Parties"). The Parties participated in extensive settlement discussions, resulting in the Parties reaching an agreement to settle on October 16, 2023. The Parties entered into a Class Action Settlement which was preliminarily approved by the Court on [INSERT PRELIMINARY APPROVAL DATE].

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the complete defenses to liability available to Defendant, the inherent risks of trial, and the delays and expenses associated with ongoing litigation. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement for the consideration and on the terms set forth in the Class Action Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances.

3. How do I know if I am part of the settlement?

You are part of the settlement if you were a Class Member or Aggrieved Employee.

CLASS MEMBER: The Settlement resolves Plaintiffs' alleged wage and hour claims against Defendant with respect to "All current and former employees and/or workers of Labor Contractors who also performed work for Defendant (including those classified as an "independent contractor delivery driver" and/or a "independent contractor delivery helper") in the State of California during the Class Period and who do not submit a timely and valid Request for Exclusion ("Class Member").

AGGRIEVED EMPLOYEES: This Settlement also resolves Plaintiffs' alleged claims for civil penalties against Defendant under the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698, et seq.) (the "PAGA"), for the alleged violations of the California Labor Code with respect to Class Members, with respect to "all current and former employees and/or workers of Labor Contractors that

performed work for Defendant (including those classified as an “independent contractor delivery driver” and/or a “independent contractor delivery helper”) in the State of California during the PAGA Period (“Aggrieved Employee”).

4. Who are the lawyers representing the parties?

Class Counsel:

Allan A. Villanueva
Parham Golestanian
LAW OFFICE OF ALLAN A. VILLANUEVA
6101 Bollinger Canyon Road, Suite 326
San Ramon, CA 94583
Telephone: (925)365-1680
Email: allan@allanvillanuevalaw.com
Email: pg@allanvillanuevalaw.com

Counsel for Defendant HOME EXPRESS DELIVERY SERVICE, INC.

Kamran Mirrafati
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219
Email: kmirrafati@seyfarth.com

5. Who is the Settlement Administrator?

Simpluris, Inc.
3194-C Airport Loop Drive
Costa Mesa, CA 92626
1 (800) 779 - 2104

6. What are the terms of the class settlement?

The Settlement in this Lawsuit has six components: (a) Settlement Administration Costs, (b) any Court-approved Class Representative Incentive Payment, (c) Court-approved attorneys’ fees and litigation costs to Class Counsel, (d) the PAGA Penalty Payment to the LWDA, and (e) payment to all Class Members of their Individual Settlement Share and/or PAGA Share, and (f) all applicable taxes and withholding amounts (except the employer’s share of FICA, FUTA, UI and ETT contributions) on the Settlement Shares. All of these components are included in the Gross Settlement Amount.

A. The Gross Settlement Amount.

Defendant agrees to pay a Gross Settlement Amount of \$1,000,000.00. The Gross Settlement Amount will be used to pay (a) Settlement Administration Costs, (b) any Court-approved Class Representative Incentive Payment, (c) Court-approved attorneys' fees and litigation costs to Class Counsel, (d) the PAGA Penalty Payment to LWDA, (e) each Class Member's Individual Settlement Share and/or PAGA Share, and (f) all applicable taxes and withholding amounts (except the employer's share of FICA, FUTA, UI and ETT contributions) on the Settlement Shares.

B. Settlement Administration Costs.

All costs of administering the Settlement ("Settlement Administration Costs") will not exceed \$25,000.00.

C. Incentive Payments to Class Representatives.

Subject to Court approval, the Class Representative Saul Lopez will receive a Class Representative Service Fee of \$10,000.00, and Class Representative Samuel Lopez will receive a Class Representative Service Fee of \$10,000.00 for the services they rendered in obtaining the Settlement for the benefit of the Class, and the financial risks undertaken by the Plaintiffs in pursuing this matter on behalf of the Class.

C. Attorneys' Fees and Costs.

Upon Final Approval of the Settlement, the Court will award attorney's fees and litigation expenses to the Class Counsel, at the Court's discretion and in an amount to be determined by the Court, for the services of Class Counsel on behalf of the Class in this Lawsuit. The Attorney's Fees Award will not exceed One-Third (33 1/3%) of the Gross Settlement Amount, plus Class Counsel's actual litigation expenses in prosecuting this Lawsuit, which will not exceed \$5,000.00.

E. Payment to the LWDA.

The Parties agree, subject to Court approval, to allocate \$50,000.00 of the Gross Settlement Amount to the settlement of the PAGA claims alleged in the Lawsuit, which the Parties believe in good faith is a fair and reasonable apportionment. Seventy-Five Percent (75%) or \$37,500.00 shall be paid to the State of California Labor and Workforce and Development Agency ("LWDA"), and Twenty-Five Percent (25%) or \$12,500.00 shall be paid to Class Members based on the number of workweeks worked during the PAGA Period ("PAGA Share").

F. Calculation of Settlement Amounts Payable to the Class Members.

A Class Member's Settlement Share of the Net Settlement Fund will be calculated based on the number of workweeks worked during the Class Period, and an Aggrieved Employee's PAGA Share of the Net Settlement Fund will be calculated based on the number of workweeks worked during the PAGA Period.

G. Taxes and withholding amounts

Ten Percent (10%) of the Settlement Share to be paid to each Class Member will be subject to taxes and withholdings. Defendant will pay the employer's share of taxes and withholdings separate and outside the Gross Settlement Amount

NO MONEY WILL GO BACK TO DEFENDANT UNDER THE TERMS OF THIS SETTLEMENT

7. What are my rights as a settlement class member?

A. How do I get a payment?

A check in the amount of your Settlement Share and PAGA Share stated on the first page of this Notice will be mailed to you, if you do not exclude yourself from the settlement by opting out.

B. When would I get my payment?

The Court will hold a Final Approval Hearing on [INSERT DATE] to decide whether to approve the settlement. If the Court approves the settlement and there are no objections or appeals, the payment will be mailed within Fifteen (15) business days from the date the Court approves the settlement.

C. What happens to the money that is not claimed?

The expiration date of the settlement checks will be ninety (90) days from the date the settlement checks are mailed. The amount of any settlement checks not cashed by Class Members within ninety (90) calendar days of the date of mailing of the settlement checks shall be deposited by the Settlement Administrator into the State of California State Bar Justice Gap Fund.

D. What if I do nothing?

A check in the amount of your Settlement Share and/or PAGA Share on the first page of this Notice will be sent to you even if you do nothing. You will be bound by the terms of the Settlement and/or by any other final disposition of this Lawsuit. Specifically, you will be bound by the terms of the Release, as described below, and therefore be barred from pursuing any of the Released Claims against Defendant, and all other related entities or persons, or any other claims that were or might have been asserted in this Lawsuit, or that are based upon, arise out of, or relate to any claim or allegation raised in this Lawsuit.

E. How do I exclude myself from the Settlement?

To exclude yourself from the settlement you must send a letter by first class U.S. mail to the Claims Administrator which must: (1) state your name, address, telephone number, and the last four digits of your Social Security number, (2) state the case name and number as follows: Lopez v. Home Express Delivery Service, LLC, Case No. 23CV031371, (3) state that you request exclusion from or "opt out" of the Settlement, (4) be dated, and (5) be signed by you. To be valid, your request for exclusion must be postmarked no later than [INSERT DATE] and mailed to:

*Simpluris, Inc.
3194-C Airport Loop Drive*

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. Any person who files a complete and timely Request for Exclusion shall, upon receipt, no longer be a member of the Class, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against the Released Parties. However, there are deadlines to pursuing such claims, known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing your individual claim if you decide to opt out of this Settlement.

F. How do I object to the Settlement?

You may object to the terms of the Settlement before Final Approval either by submitting a written objection or by appearing at the Final Approval Hearing. If you choose to object to the Settlement, you may represent yourself or hire your own attorney. You may file a written objection and any notice of intention to appear at the Final Approval Hearing described below. You should file these documents, along with any briefs, exhibits, and/or other material that you wish the Court to consider, with the Clerk of the Court, Superior Court of California for the County of Alameda. In addition, you must send copies of your written objection at the time of your filing to Class Counsel and Defense Counsel identified above.

Any written objections should state each specific reason for your objection and any legal support for each objection. Your objection must also state your full name, address, and the dates of your work with Defendant. Any objections to the proposed Settlement should be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than [INSERT DATE].

You may appear at the Final Approval Hearing to object whether or not you filed a written objection or a notice of intention to appear.

If the Court rejects your objection, you will be bound by the terms of the Settlement and you will receive your Individual Settlement Amount.

G. What should I do if I believe that I worked more workweeks than are shown on the Claim Form?

If you honestly believe that the dates you worked with Defendant as a Class Member are incorrect, you may send a letter to the Settlement Administrator with supporting documents that you believe show that the length of work, which authorizes the Settlement Administrator to review your records and related documents to determine such information. Any such dispute must be sent to the address below and postmarked by [INSERT DATE]. The Settlement Administrator will have authority to make a decision, which will be final and cannot be appealed.

*Simpluris, Inc.
3194-C Airport Loop Drive
Costa Mesa, CA 92626*

8. What am I releasing by being part of the settlement?
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All Class Members who do not exclude themselves, hereby forever completely release and discharge Defendant Home Express Delivery Service, Inc. (dba Temco Logistics) and all of their current or former subsidiaries (including but not limited to Home Express Delivery Service, LLC), parents, affiliates, vendors, independent contractors (including but not limited to the Labor Contractors), predecessors, insurers, agents, employees, successors, assigns, officers, directors, managing agents, attorneys, human resources representatives, payroll representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries, and any individual or entity that could be jointly liable with Defendant for the claims asserted in this Action (collectively the "Released Parties") from all Released Class Claims and Released PAGA Claims.

"Released Class Claims" shall mean any and all claims that were pled or could have been pled based on the factual allegations in the operative or prior complaints in the Actions, arising during the Class Period, including, but not limited to, any claim for the following: failure to provide meal or rest periods, failure to pay premiums for non-compliant meal or rest periods, or to pay such premiums at the regular rate, failure to pay minimum wage, failure to pay overtime wages or overtime wages at the regular rate of pay, regular rate violations, failure to pay timely wages during employment, failure to pay accrued wages upon termination of employment, failure to furnish accurate and itemized wage statements, failure to provide any required form of sick leave or sick pay, and failure to maintain accurate records arising under California Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 2775, 2802, 2810.3; entering into an illegal contract or agreement under California Labor Code 2810, the California Unfair Competition Law, Business and Professions Code §§ 17200 et seq., and the California Industrial Welfare Commission Wage Orders. The Released Class Claims as described above shall include any remedies for any of the claims described herein, including, damages, penalties of any nature, restitution, declaratory relief, equitable or injunctive relief, interest, attorneys' fees and costs.

"Released PAGA Claims" shall mean any and all claims that were alleged in Plaintiffs' PAGA Letter and the operative complaint of the Lawsuit and/or reasonably could have been alleged based on the claims, facts and/or allegations that were contained in Plaintiffs' PAGA Letter and the operative complaint of the Lawsuit. This release will be for the period of time between March 6, 2022, through the [DATE OF THE PRELIMINARY APPROVAL]. ("PAGA Period"). The Released PAGA Claims shall be released by Plaintiff, the LWDA, and all Aggrieved Employees, without any option to submit any Request for Exclusion..

Plaintiffs and the Class Members agree that all of the claims for wage and hour and payroll practice violations in the Action are disputed, and that the payments set forth herein constitute payment in full of any and all amounts allegedly due to them. In light of the foregoing, Plaintiffs and each and every Class Member shall be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

9. The Court's Final Approval Hearing.

The Superior Court of California, County of Alameda, will hold a hearing in Department 23, located at 1221 Oak Street, Oakland, CA 94612, Judge Brad Seligman, presiding, on [INSERT DATE] at [INSERT TIME] to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses and the Service Award to be paid to Plaintiffs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you object to the proposed Settlement and you have timely filed an objection with the Court.

10. How do I get more information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the complete Settlement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation may also be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the Case Number "23CV031371", and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

Two of the court houses you can visit to do this are the René C. Davidson Courthouse located at 1225 Fallon Street, Oakland, California 94612, and the Hayward Hall of Justice located at 24405 Amador Street, Hayward, California 94544. To view the Register of Actions, go to the "Search" tab at the top of the page, then select the "Search by Case Number," enter the Case Number "23CV031371", select "Search," and click the link to the case name. You will see the Register of Actions and more.

Please put your full name and address on all correspondence to Class Counsel and to the Settlement Administrator. If you move after receiving this notice, or if it was incorrectly addressed, please immediately provide your correct address to the Settlement Administrator.

THIS NOTICE IS APPROVED BY THE ALAMEDA COUNTY SUPERIOR COURT

PLEASE DO NOT CALL THE COURT ABOUT THIS FORM