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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

RUBEN HERNANDEZ, PATRICK JOSEPH
NEIMS, ARTURO RAMIREZ, AND MIGUEL
MORENO, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

NEOVIA LOGISTICS SERVICES, LLC, a
Delaware Limited Liability Company; NEOVIA
LOGISTICS DISTRIBUTION, LP, a Delaware
Limited Partnership; and DOES 1 through 100,

Defendants.

Case No.: CIVSB2305867

**DECLARATION OF KATHERINE
ROVERTONI OF APEX CLASS ACTION,
LLC, IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 24, 2025
Time: 8:30 a.m.
Dept.: S36
Judge: Hon. Tony Raphael

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DECLARATION OF KATHERINE ROVERTONI

I, Katherine Rovertoni, declare as follows:

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

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

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

1 4. On September 11, 2024, Counsel for the Plaintiffs provided Apex with the Court-approved
2 content for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On October 3, 2024, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 2,035 individuals. The 2,035 individuals identified
9 as Settlement Class members worked a total of 130,177 workweeks during the Class Period.
10 Accordingly, the Escalator Clause was not triggered in this case.

11 6. In preparation for the mailing process, all 2,035 names and addresses listed in the Class List
12 underwent verification and updating against the National Change of Address (NCOA) database
13 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
14 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
15 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
16 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
17 However, in cases where no updated address was found in the NCOA database, the original address
18 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

19 7. On October 24, 2024, the Notice Packet was sent to all 2,035 individuals listed in the Class List
20 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

21 8. As of the date of this declaration, our office has received 156 returned Notice Packets as
22 undeliverable. Therefore, Apex conducted a computerized skip trace on the 156 returned Notice Packets
23 in order to acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace
24 effort resulted in obtaining 123 updated addresses, to which we promptly re-mailed the Notice Packets
25 via U.S First Class Mail.

26 9. As of the date of this declaration, there have been 123 Notice Packets re-mailed as a result of
27 Apex's skip-tracing efforts.

1 10. As of the date of this declaration, 33 Notice Packets have been considered undeliverable as no
2 updated address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
4 for submitting a request for exclusion from the Settlement was December 23, 2024.

5 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
6 deadline for submitting a written objection to the Settlement was December 23, 2024.

7 13. As of the date of this declaration, Apex has not received any disputes from Settlement Class
8 members. The deadline for submitting a dispute was December 23, 2024.

9 14. As of the date of this declaration, Apex will report 2,035 Participating Settlement Class members,
10 constituting 100% of the total 2,035 Settlement Class members.

11 15. The total number of workweeks worked by Participating Class Members during the Class Period
12 is 130,177. The Net Settlement Amount available to Participating Class Members is estimated to be
13 \$1,771,313.47 and was calculated by subtracting the requested attorneys' fees (\$983,333.33), the amount
14 requested for litigation costs and expenses (\$82,363.20), the requested Service Awards (\$20,000.00
15 total), the requested Settlement Administration Costs (\$17,990.00), and the LWDA's 75% portion of
16 PAGA Penalties (\$75,000.00) from the Gross Settlement Amount (\$2,950,000.00).

17 16. Two subclasses portions of the Net Settlement Amount:

18 a. Wage Statement Subclass constitutes 15% of the Net Settlements fund. 1,348 class
19 members worked 65,318.00 workweeks during the Wage Statement Period and will
20 receive a portion of the \$265,697.02 portion of the Net Settlement fund designated as the
21 "Wage Statement Amount"

22 b. Waiting Time Subclass constitutes 20% of the Net Settlement Fund. 1,387 class members
23 will receive an equal share of the \$354,262.69 portion of the Net Settlement fund designated
24 as the "Waiting Time Amount." The estimated Waiting Time Amount to each eligible class
25 member is \$255.41.

26 c. Remaining Net Settlement Amount Balance after allocation of the Wage Statement
27 Amount, Waiting Time Amount, and the Aggrieved Employees' 25% portion of the PAGA
28 Penalties is \$1,126,353.76.

1 17. The *highest* Individual Settlement Award to a Participating Settlement Class member is currently
2 estimated to be approximately \$2,336.17, the *average* Individual Settlement Award is currently
3 estimated to be approximately \$553.49, and the *lowest* Individual Settlement Award is currently
4 estimated to be approximately \$8.65. These amounts are subject to employee-side tax and withholdings.

5 18. Pursuant to the Agreement, 25% of the PAGA Payment (\$25,000.00) will be allocated to
6 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
7 cannot opt out of the PAGA settlement. There are 1,348 Aggrieved Employees who worked a total of
8 65,318.00 pay periods during the PAGA Period.

9 19. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$43.63, the
10 *average* individual PAGA share is approximately \$18.55, and the *lowest* individual PAGA share is
11 approximately \$0.38.

12 20. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
13 and anticipated expenses, amount to \$17,990.00. Apex will proceed with additional tasks related to this
14 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
15 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
16 upon by the Parties or ordered by the Court for Apex to undertake. A true and correct copy of the invoice
17 from Apex is attached hereto as **Exhibit B**.

18 I declare under penalty of perjury under the laws of the State of California and the United States
19 that the foregoing is true and correct, and that this Declaration was executed this 30th day of December
20 2024, in Irvine, California.

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22
23 Katherine Rovertoni

24 KATHERINE ROVERTONI
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Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

RUBEN HERNANDEZ, PATRICK JOSEPH NEIMS,
ARTURO RAMIREZ, and MIGUEL MORENO, as
individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

NEOVIA LOGISTICS SERVICES, LLC, a Delaware
Limited Liability Company; NEOVIA LOGISTICS
DISTRIBUTION, LP, a Delaware Limited Partnership; and
DOES 1 through 100,

Defendants.

Case No. CIVSB 2305867

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees who worked for either and/or both Defendants Neovia Logistics Services, LLC and/or Neovia Logistics Distribution, LP (collectively, “Defendants”) in California between October 28, 2018, and December 27, 2023 (the “Class Period”). Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

1. Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*, Superior Court of California, County of San Bernardino, Case No. CIVSB2305867 (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendants’ records show that you were employed by either and/or both Defendants as a non-exempt employee in California during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

2. What is this case about?

Plaintiffs Ruben Hernandez, Patrick Joseph Neims, Arturo Ramirez, and Miguel Moreno (“Plaintiffs”) brought this lawsuit against Defendants asserting claims on behalf of all Settlement Class Members. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiffs allege that Defendants failed to: (1) pay all wages and minimum wages; (2) pay all overtime wages; (3) provide all lawful meal periods; (4) authorize and permit all lawful rest periods; (5) reimburse all necessary business expenditures; (6) issue accurate and itemized wage statements; (7) timely pay all wages and final wages; (8) comply with California’s Unfair Competition laws; and (9) are liable for civil penalties under the Private Attorneys General Act (“PAGA”). Defendants deny that they have done anything wrong. Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, and that they have any liability to anyone under the claims asserted in the Lawsuit. Defendants deny that they owe Settlement Class Members any reimbursement, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the best interests of Defendants and the Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arms’-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants’ policies strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

3. Who are the Attorneys?

Attorneys for Plaintiffs/Settlement Class Members:	Attorneys for Defendants:
HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Tracie Childs (SBN 190806) Tracie.childs@ogletree.com Keenan P. O’Connor (SBN 311800) Keenan.oconnor@ogletree.com 4660 La Jolla Village Drive, Suite 900 San Diego, California 92122 Telephone: (858) 652-3100 Facsimile: (858) 652-3101
AEGIS LAW FIRM, PC Kashif Haque, State Bar No. 218672 Jessica L. Campbell, State Bar No. 280626 Fawn F. Bekam, State Bar No. 307312 9811 Irvine Center Drive, Suite 100 Irvine, California 92618 Telephone: (949) 379-6250 Facsimile: (949) 379-6251 khaque@aegislawfirm.com jcampbell@aegislawfirm.com fbekam@aegislawfirm.com	
BRADLEY/GROMBACHER, LLP Marcus J. Bradley, Esq. (SBN 174156) 31365 Oak Crest Drive, Suite 240 Westlake Village, California 91361 Telephone: (805) 270-7100 Facsimile: (805) 270-7589 mbradley@bradleygrombacher.com	

4. What are the terms of the Settlement?

On September 11, 2024, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees who worked for either and/or both Defendants in California during the Class Period. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants, as described below in the “Release” section.

Defendants have agreed to pay \$2,950,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, attorneys’ fees and verified cost reimbursement, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Enhancement Payments. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Apex Class Action Administration to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$17,990.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount (which is currently estimated to be \$983,333.33) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$100,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payments. Class Counsel will ask the Court to award \$5,000.00 each to Plaintiffs as a Class Representative Enhancement Payment. This is meant to compensate Plaintiffs for their general release of claims against Defendants and their service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$100,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$75,000.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$25,000.00) will be payable to all current and former non-exempt employees who worked for either or both Defendants in California between October 28, 2021 and December 27, 2023 (the “PAGA Period”) (the “Allegedly Aggrieved Employees”), as part of the Net Settlement Amount.

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) PAGA Amount: The \$25,000.00 payable to the Allegedly Aggrieved Employees as PAGA civil penalties shall be designated as the “PAGA Amount.” Each Allegedly Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the aggregate number of workweeks worked by all Allegedly Aggrieved Employees during the PAGA Period, regardless of whether he or she timely submits a Request for Exclusion.
- (ii) Wage Statement Amount: Fifteen percent (15%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendants at any time between October 28, 2021 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period compared to the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.
- (iii) Waiting Time Amount: Twenty percent (20%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendants at any time between October 28, 2019, and the end of the Class Period.
- (iv) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

Individual Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each participating Settlement Class Member who receives an Individual Settlement Payment must negotiate that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to participating Settlement Class Members whose checks are not negotiated within 180 calendar days after mailing will be transferred by the Settlement Administrator to Working Wardrobes, the Court-approved *cy pres* designee.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be allocated as 80% penalties and interest issued pursuant to an IRS Form 1099; and 20% as wages issued pursuant to an IRS Form W-2, with employee-side payroll withholding taxes withheld. The portion of the PAGA Amount payable to the Allegedly Aggrieved Employees shall be allocated as 100% penalties. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will fully and finally release and discharge Defendants and all of their present and former parent companies, commonly owned or controlled affiliates, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorney, insurers, successors and assigns (the “Released Parties”), from liability for all claims under state, federal and local law, whether statutory, common law or administrative law, based on the factual allegations set forth in the operative complaints in the Action, Plaintiff Hernandez’s March 2, 2023 PAGA Notice to the LWDA, Plaintiff Hernandez’s November 2, 2023 Supplemental Notice to the LWDA, Plaintiff Moreno’s September 20, 2023 Notice to the LWDA, or which could have been pled in the operative complaints in the Action, the operative complaints in the PAGA Action, based on the factual allegations therein, including but not limited to claims for minimum wage violations, overtime wage violations, sick pay wages, meal period violations, rest period violations, violations of Labor Code sections 2802 and 2804, waiting time penalties, inaccurate payroll records, wage statement violations, excessive heat and failure to provide compliant recovery period violations, violations of the California Business and Professions Code section 17200, *et seq.*, and alleged violations of PAGA, that arose during the Class Period (collectively, the “Released Claims”). For avoidance of doubt, this release applies to the Class Period.

PAGA Release. If the Court approves the Settlement, all Allegedly Aggrieved Employees will be issued a check for their share of the PAGA Amount, regardless of whether they validly opt-out of the class-action portion of the Settlement, and shall be deemed to have released and discharged the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged in the operative complaints in the Action, Plaintiff Hernandez’s March 2, 2023 PAGA Notice to the LWDA, Plaintiff Hernandez’s November 2, 2023 Supplemental Notice to the LWDA and Plaintiff Moreno’s September 20, 2023 Notice to the LWDA, or which could have been pled in the operative complaints in the Action based on the factual allegations therein as set forth above (the “PAGA Released Claims”). For avoidance of doubt, this release applies to the PAGA Period.

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

4. How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

5. What other options do I have?

Dispute Information in Notice of Individual Settlement Payment. Your award is based on the proportionate number of workweeks that you worked during the relevant time periods and whether your employment separated during the relevant time period. The information contained in Defendants’ records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Individual Settlement Payment. If you disagree with the information in your Notice of Individual Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than December 23, 2024. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter or card postmarked no later than December 23, 2024, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion must state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *RUBEN HERNANDEZ, ET AL. V. NEOVIA LOGISTICS SERVICES, LLC, ET AL.*, LAWSUIT FILED IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO, CASE NO. CIVSB2305867. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in the class action portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your full name and current address, as well as contact information for any attorney representing you regarding your objection, the case name and number, all objections and the factual and legal basis for the same, and any and all supporting papers, briefs, declarations, and/or other evidence supporting your objection. All objections or other correspondence must state the name and number of the case, which is *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*, Superior Court of California, County of San Bernardino, Case No. CIVSB2305867. Objections in writing must be postmarked on or before December 23, 2024.

You may also appear at the Final Approval Hearing scheduled for January 24, 2025, at 8.30 a.m. in Department S-36 of the Superior Court of California, County of San Bernardino, located at 247 W. 3rd Street, San Bernardino, California 92415. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

6. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on January 24, 2025, at 8.30 a.m. in Department S-36 of the Superior Court of California, County of San Bernardino, located at 247 W. 3rd Street, San Bernardino, California 92415. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses, the Enhancement Payments to the Class Representatives, the Settlement Administrator’s costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

7. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court’s files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Court, located at 247 West Third Street, San Bernardino, California 92415, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

8. REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is December 23, 2024.

NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT

RUBEN HERNANDEZ, ET AL. V. NEOVIA LOGISTICS SERVICES, LLC, ET AL.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO, CASE NO. CIVSB2305867

Please complete, sign, date and return this Form to Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Defendants' records:

- (a) You worked "Class Workweeks" workweeks during the Class Period;
- (b) You worked "PAGA Workweeks" workweeks between October 28, 2021, and December 27, 2023 (the Wage Statement/PAGA Period); and
- (c) Your employment with Defendant "Est. Waiting Time Class" end between October 28, 2019, and December 27, 2023 (the Waiting Time Period).

Based on the above, your Individual Settlement Payment is estimated to be "Est. Total Payment".

(IV) If you disagree with the information provided in items (a) - (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendants' records, those records will control unless you are able to provide documentation that establishes that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO
LATER THAN DECEMBER 23, 2024.**

Signature: _____

Date: _____

RUBÉN HERNÁNDEZ, PATRICK JOSEPH NEIMS,
ARTURO RAMÍREZ y MIGUEL MORENO, como
individuos y en nombre de todos los demás en situación
similar,

Demandantes,

vs.

NEOVIA LOGISTICS SERVICES, LLC, una compañía de
responsabilidad limitada de Delaware; NEOVIA
LOGISTICS DISTRIBUTION, LP, una sociedad limitada de
Delaware; y DOES de 1 al 100,

Demandados.

Caso No. 2305867 CIVSB

**AVISO DE ACUERDO DE DEMANDA
COLECTIVA**

Para: Todos los empleados actuales y anteriores no exentos que trabajaron para uno o ambos Demandados Neovia Logistics Services, LLC y/o Neovia Logistics Distribution, LP (colectivamente, "Demandados") en California entre el 28 de octubre de 2018 y el 27 de diciembre de 2023 (el "Período del Grupo"). Colectivamente, estos empleados se denominarán "Miembros del Grupo del Acuerdo".

**POR FAVOR, LEA ATENTAMENTE ESTE AVISO
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, YA SEA QUE ACTÚE O NO**

1. ¿Por qué debería leer este aviso?

El Tribunal ha otorgado la aprobación preliminar de un acuerdo de demanda colectiva propuesto (el "Acuerdo") en *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*, Tribunal Superior de California, Condado de San Bernardino, Caso No. CIVSB2305867 (la "Demanda"). Sus derechos pueden verse afectados por el Acuerdo, y es importante que lea este aviso detenidamente.

Es posible que usted tenga derecho a recibir dinero de este Acuerdo. Los registros de los Demandados muestran que usted fue empleado por uno y/o ambos Demandados como empleado no exento en California durante el Período del Grupo. El Tribunal ordenó que se le envíe este Aviso porque es posible que tenga derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este aviso es proporcionarle una breve descripción de la Demanda, informarle de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo y explicar qué pasos puede tomar para participar, objetar o excluirse del Acuerdo. Si usted no se excluye del Acuerdo y el Tribunal finalmente aprueba el Acuerdo, estará obligado por los términos del Acuerdo y cualquier sentencia definitiva.

2. ¿De qué se trata este caso?

Los Demandantes Rubén Hernández, Patrick Joseph Neims, Arturo Ramírez y Miguel Moreno ("Demandantes") presentaron esta demanda contra los Demandados haciendo valer reclamaciones en nombre de todos los Miembros del Grupo del Acuerdo. Los Demandantes son conocidos como los "Representantes del Grupo" y sus abogados, que también representan los intereses de todos los Miembros del Grupo del Acuerdo, son conocidos como "Abogados del Grupo".

En la Demanda, los Demandantes alegan que los Demandados: (1) no pagaron todos los salarios y salarios mínimos; (2) no pagaron todos los salarios de horas extras; (3) no proporcionaron todos los períodos legales de comida; (4) no autorizaron ni permitieron todos los períodos de descanso legales; (5) no reembolsaron todos los gastos comerciales necesarios; (6) no emitieron recibos de salarios precisos y detallados; (7) no pagaron puntualmente todos los salarios y salarios finales; (8) no cumplieron con las leyes de competencia desleal de California; y (9) son responsables de sanciones civiles en virtud de la Ley de Fiscales Generales Privados ("PAGA"). Los Demandados niegan que hayan participado en alguna actividad ilegal, que no hayan cumplido con la ley en ningún aspecto y que tengan alguna responsabilidad ante cualquier persona en virtud de las reclamaciones afirmadas en la demanda. Los Demandados niegan que les deban a los Miembros del Grupo del Acuerdo ningún reembolso, restitución, multas u otros daños. En consecuencia, el Acuerdo constituye un compromiso de las reclamaciones en disputa y no debe interpretarse como una admisión de responsabilidad por parte de los Demandados, que niegan expresamente toda responsabilidad.

El Tribunal no se ha pronunciado sobre los méritos de las reclamaciones de los Demandantes. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias con las operaciones comerciales, las partes concluyeron que es en el mejor interés de los Demandados y de los Miembros del Grupo del Acuerdo resolver la Demanda en los términos resumidos en este Aviso. Después de que los Demandados proporcionaron información relevante a los Abogados del Grupo, se llegó al Acuerdo después de la mediación y las negociaciones en condiciones de igualdad entre las partes.

Los Representantes del Grupo y los Abogados del Grupo respaldan el Acuerdo. Entre las razones para el apoyo se encuentran las defensas de responsabilidad potencialmente disponibles para los Demandados, el riesgo de denegación de la certificación del grupo, los riesgos inherentes del juicio sobre los méritos y las demoras e incertidumbres asociadas con el litigio en curso.

Si usted todavía es empleado de los Demandados, su decisión sobre si participar en el Acuerdo no afectará su empleo. La ley de California y las políticas de los Demandados prohíben estrictamente las represalias ilegales. Los Demandados no tomarán ninguna acción laboral adversa contra ningún Miembro del Grupo del Acuerdo ni lo atacarán, represaliarán o discriminarán a cualquier Miembro del Grupo del Acuerdo debido a su decisión de participar o no en el Acuerdo.

3. ¿Quiénes son los Abogados?

Abogados de los Demandantes/Miembros del Grupo del Acuerdo: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 AEGIS LAW FIRM, PC Kashif Haque, State Bar No. 218672 Jessica L. Campbell, State Bar No. 280626 Fawn F. Bekam, State Bar No. 307312 9811 Irvine Center Drive, Suite 100 Irvine, California 92618 Teléfono: (949) 379-6250 Facsimil: (949) 379-6251 khaque@aegislawfirm.com jcampbell@aegislawfirm.com fbekam@aegislawfirm.com BRADLEY/GROMBACHER, LLP Marcus J. Bradley, Esq. (SBN 174156) 31365 Oak Crest Drive, Suite 240 Westlake Village, California 91361 Teléfono: (805) 270-7100 Facsimil: (805) 270-7589 mbradley@bradleygrombacher.com	Abogados de los Demandados: OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Tracie Childs (SBN 190806) Tracie.childs@ogletree.com Keenan P. O'Connor (SBN 311800) Keenan.oconnor@ogletree.com 4660 La Jolla Village Drive, Suite 900 San Diego, California 92122 Teléfono: (858) 652-3100 Facsimil: (858) 652-3101
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4. ¿Cuáles son los términos del Acuerdo?

El 11 de septiembre de 2024, el Tribunal certificó preliminarmente un grupo, solo con fines de conciliación, de todos los empleados actuales y anteriores no exentos que trabajaron para uno o ambos Demandados en California durante el Período del Grupo. Los Miembros del Grupo del Acuerdo que no presenten una Solicitud de Exclusión del Acuerdo válida y oportuna de conformidad con los procedimientos establecidos en este Aviso estarán obligados por el Acuerdo y renunciarán a sus reclamaciones contra los Demandados, como se describe a continuación en la sección "Liberación".

Los Demandados han acordado pagar \$2,950,000.00 (el "Monto Máximo del Acuerdo") para resolver completamente todos los reclamos en la Demanda, incluidos los pagos a los Miembros del Grupo del Acuerdo, los honorarios de los abogados y el reembolso de costos verificados, los costos de administración del acuerdo, el pago a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral de California ("LWDA") por su parte de las multas civiles de PAGA y los Pagos por Servicios de los Representantes del Grupo. Las siguientes deducciones del Monto Máximo de Liquidación serán solicitadas por las partes:

Costos de Administración del Acuerdo. El Tribunal ha aprobado a Apex Class Action Administration para que actúe como el "Administrador del Acuerdo", que le envía este Aviso y que realizará muchas otras funciones relacionadas con el Acuerdo. El Tribunal ha aprobado apartar hasta \$17,990.00 del Monto Máximo del Acuerdo para pagar los costos de administración del Acuerdo.

Honorarios y Gastos de Abogados. Los Abogados del Grupo han estado procesando la Demanda en nombre de los Miembros del Grupo del Acuerdo sobre la base de honorarios de contingencia (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio. El Tribunal determinará el monto real otorgado a los Abogados del Grupo como honorarios de abogados, que se pagará con el Monto Máximo del Acuerdo. Los Miembros del Grupo del Acuerdo no son personalmente responsables de ninguno de los honorarios o gastos de los abogados de los Abogados del Grupo. Los Abogados del Grupo solicitarán honorarios de hasta un tercio del Monto Máximo del Acuerdo (que actualmente se estima en \$983,333.33) como compensación razonable por el trabajo que los Abogados del Grupo realizaron y continuarán realizando en esta Demanda hasta la finalización del Acuerdo. Los Abogados del Grupo también solicitarán el reembolso de hasta \$100,000.00 por los costos verificados en los que incurrieron los Abogados del Grupo en relación con la Demanda.

Pagos por Servicios a los Representantes del Grupo. Los Abogados de la Demanda Colectiva solicitarán al Tribunal que otorgue \$5,000.00 a cada uno de los Demandantes como Pago por Servicios a los Representantes del Grupo. Esto está destinado a compensar a los Demandantes por su liberación general de reclamaciones contra los Demandados y su servicio y trabajo adicional proporcionado en nombre de los Miembros del Grupo del Acuerdo.

Pago de PAGA al Estado de California. Las partes han acordado asignar \$100,000.00 del Monto Máximo del Acuerdo como multas civiles de PAGA. Según la Sección 2699(i) del Código Laboral, el 75% de dichas multas (\$75,000.00) serán pagaderas a la LWDA por su parte de las multas de PAGA, y el 25% restante (\$25,000.00) será pagadero a todos los empleados actuales y anteriores no exentos que trabajaron para uno o ambos Demandados en California entre el 28 de octubre de 2021 y el 27 de diciembre de 2023 (el "Período PAGA") (los "Empleados Presuntamente Agraviados"), como parte del Monto Neto del Acuerdo.

Cálculo de los Pagos Colectivos Individuales de los Miembros del Grupo del Acuerdo. Después de deducir los montos aprobados por el Tribunal anteriores, el saldo del Monto Máximo del Acuerdo restará el Monto Neto del Acuerdo, que se distribuirá a todos los Miembros del Grupo del Acuerdo que no presenten una Solicitud de Exclusión válida y oportuna (descrita a continuación). El Monto Neto del Acuerdo se dividirá de la siguiente manera:

- (i) Monto de PAGA: Los \$25,000.00 pagaderos a los Empleados Presuntamente Agraviados como multas civiles de PAGA se designarán como el "Monto de PAGA". Cada Empleado Presuntamente Agraviado recibirá una parte del Monto de PAGA proporcional al número de semanas laborales que trabajó durante el Período de PAGA en comparación con el número total de semanas laborales trabajadas por todos los Empleados Presuntamente Agraviados durante el Período de PAGA, independientemente de si presenta oportunamente una Solicitud de Exclusión.
- (ii) Monto de la Declaración de Salarios: El quince por ciento (15%) del Monto Neto del Acuerdo se designará como el "Monto del Estado de Salarios". Cada miembro participante del Grupo del Acuerdo que haya sido empleado por los Demandados en cualquier momento entre el 28 de octubre de 2021 y el final del Período del Grupo, recibirá una parte del Monto de la Declaración de Salarios proporcional a la cantidad de semanas laborales que trabajó durante el período de tiempo antes mencionado en comparación con la cantidad total de semanas laborales trabajadas por todos los miembros participantes del Grupo del Acuerdo durante el período de tiempo antes mencionado.
- (iii) Cantidad por tiempo de espera: El veinte por ciento (20%) del Monto Neto del Acuerdo se designará como el "Monto del Tiempo de Espera". El Monto del Tiempo de Espera se distribuirá en partes iguales y prorrateadas a cada miembro participante del Grupo del Acuerdo que separó su empleo de los Demandados en cualquier momento entre el 28 de octubre de 2019 y el final del Período del Grupo.
- (iv) El resto del Monto Neto del Acuerdo se distribuirá a cada miembro participante del Grupo del Acuerdo en función de su número proporcional de semanas laborales trabajadas durante el Período del Grupo, multiplicando el Monto Neto del Acuerdo restante por una fracción, cuyo numerador es el total de semanas laborales trabajadas por el

miembro del Grupo del Acuerdo durante el Período del Grupo, y cuyo denominador es el número total de semanas laborales trabajadas por todos los miembros del Grupo de la Conciliación participantes durante el Período del Grupo.

Pagos Colectivos Individuales a los Miembros del Grupo del Acuerdo. Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Colectivos Individuales se enviarán por correo a los Miembros del Grupo del Acuerdo que no presentaron una Solicitud de Exclusión válida y oportuna. Cada Miembro del Grupo del Acuerdo participante que reciba un Pago Colectivo Individual debe negociar ese cheque dentro de los 180 días calendario a partir de la fecha en que el Administrador del Acuerdo lo envíe por correo. Todos los fondos pagaderos a los Miembros del Grupo del Acuerdo participantes cuyos cheques no se negocien dentro de los 180 días calendario posteriores al envío serán transferidos por el Administrador del Acuerdo a Working Wardrobes, la organización designada por el Tribunal *para el cy pres*.

Asignación e impuestos. A efectos fiscales, cada Pago Colectivo Individual se asignará como multas e intereses del 80% emitidos de conformidad con un Formulario 1099 del IRS; y el 20% como salarios emitidos de conformidad con un Formulario W-2 del IRS, con impuestos retenidos sobre la nómina del lado del empleado. La parte del Monto de PAGA pagadero a los Empleados Presuntamente Agraviados se asignará como multas del 100%. Los Miembros del Grupo del Acuerdo son responsables del tratamiento adecuado del impuesto sobre la renta de los Pagos de la Conciliación Individual. El Administrador del Acuerdo, el Demandado y sus abogados, y los Abogados del Grupo no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros del Grupo del Acuerdo deben consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciben en virtud del Acuerdo.

Liberación. Si el Tribunal aprueba el Acuerdo, cada Miembro del Grupo del Acuerdo que no haya presentado una Solicitud de Exclusión oportuna y válida liberará y exonerará total y definitivamente a los Demandados y a todas sus empresas matrices actuales y anteriores, afiliadas, subsidiarias, divisiones, empresas relacionadas o afiliadas, accionistas, funcionarios, directores, empleados, agentes, abogados, aseguradoras, sucesores y cesionarios (las "Partes Liberadas"), de responsabilidad por todas las reclamaciones en virtud de la ley estatal, federal y local, ya sea estatutaria, de derecho consuetudinario o de derecho administrativo, sobre la base de las alegaciones fácticas establecidas en las quejas operativas de la Acción, la Notificación de PAGA del Demandante Hernández del 2 de marzo de 2023 a la LWDA, la Notificación Complementaria del Demandante Hernández del 2 de noviembre de 2023 a la LWDA, Aviso del Demandante Moreno del 20 de septiembre de 2023 a la LWDA, o que podría haberse alegado en las quejas operativas de la Acción, las quejas operativas en la Acción PAGA, basadas en las alegaciones fácticas contenidas en ellas, incluidas, entre otras, las reclamaciones por violaciones del salario mínimo, violaciones del salario por horas extras, salarios por enfermedad, violaciones del período de comida, violaciones del período de descanso, violaciones de las secciones 2802 y 2804 del Código Laboral, multas por tiempo de espera, registros de nómina inexactos, violaciones de la declaración de salarios, calor excesivo y falta de cumplimiento del período de recuperación, violaciones de la sección 17200 del Código de Negocios y Profesiones de California, *et seq.*, y presuntas violaciones de PAGA, que surgieron durante el Período del Grupo (colectivamente, las "Reclamaciones Liberadas"). Para evitar dudas, esta liberación se aplica al Período del Grupo.

Liberación de Pago PAGA. Si el Tribunal aprueba el Acuerdo, a todos los Empleados Presuntamente Agraviados se les emitirá un cheque por su parte del Monto de PAGA, independientemente de si optan válidamente por no participar en la parte de demanda colectiva del Acuerdo, y se considerará que han liberado y liberado a las Partes Liberadas de todas las reclamaciones por sanciones de PAGA que se alegaron. o razonablemente podría haberse alegado en las quejas operativas de la Acción, la Notificación de PAGA del 2 de marzo de 2023 del Demandante Hernández a la LWDA, la Notificación Complementaria del 2 de noviembre de 2023 del Demandante Hernández a la LWDA y la Notificación del 20 de septiembre de 2023 del Demandante Moreno a la LWDA, o que podrían haberse presentado en las quejas operativas de la Acción sobre la base de las alegaciones fácticas contenidas en ellas como se establece anteriormente (las "Reclamaciones PAGA Liberadas"). Para evitar dudas, esta liberación se aplica al Período PAGA.

Condiciones del Acuerdo. El Acuerdo está condicionado a que el Tribunal emita una orden en o después de la Audiencia de Aprobación Final que finalmente apruebe el Acuerdo como justo, razonable, adecuado y en el mejor interés de los Miembros del Grupo del Acuerdo, y la emisión de una Sentencia.

5. ¿Cómo puedo reclamar dinero del Acuerdo?

No hacer nada. Si usted no hace nada, tendrá derecho a su Pago Colectivo Individual, que se ha calculado para usted en base a la fórmula establecida anteriormente, como se indica en el Aviso de Pago Colectivo Individual adjunto. Usted también estará obligado por el Acuerdo, incluida la liberación de reclamaciones mencionada anteriormente.

6. ¿Qué otras opciones tengo?

Disputas sobre la información en el Aviso de Pago Colectivo Individual. Su pago se basa en el número proporcional de semanas laborales que trabajó durante los períodos de tiempo relevantes y si su empleo se separó durante el período de tiempo relevante. La información contenida en los registros de los Demandados con respecto a esta información, junto con su Pago Colectivo Individual estimado, se enumera en el Aviso de Pago Colectivo Individual adjunto. Si usted no está de acuerdo con la información en su Aviso de Pago Colectivo Individual, puede presentar una disputa, junto con cualquier documentación de respaldo, de acuerdo con los procedimientos establecidos en el Aviso de Pago Colectivo Individual. Cualquier disputa, junto con la documentación de respaldo, debe tener matasellos a más tardar el 23 de diciembre de 2024. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán de buena fe cómo resolver cualquier disputa presentada por los Miembros del Grupo del Acuerdo. En caso de que no se llegue a un consenso, las controversias pendientes se someterán a la Corte para que adopte una decisión definitiva.

Excluirse del Acuerdo. Si usted **no** desea participar en el Acuerdo, puede excluirse enviando al Administrador del Acuerdo una carta o tarjeta escrita de "Solicitud de Exclusión" con matasellos a más tardar el 23 de diciembre de 2024, con su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social y su firma. La Solicitud de Exclusión debe indicar:

"DESEO SER EXCLUIDO DEL GRUPO DEL ACUERDO EN LA DEMANDA *RUBEN HERNANDEZ, ET AL. V. NEOVIA LOGISTICS SERVICES, LLC, ET AL.*, PRESENTADA EN EL TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE SAN BERNARDINO, CASO NO. CIVSB2305867. ENTIENDO QUE, SI PIDO SER EXCLUIDO DEL GRUPO DEL ACUERDO, NO RECIBIRÉ NINGÚN DINERO DEL ACUERDO DE ESTA DEMANDA".

Envíe la Solicitud de Exclusión directamente al Administrador del Acuerdo en Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. Cualquier persona que presente una Solicitud de Exclusión del Acuerdo oportuna, una vez recibida por el Administrador del Acuerdo, ya no será Miembro del Grupo del Acuerdo, se le prohibirá participar en la parte de demanda colectiva del Acuerdo y no recibirá ningún beneficio del Acuerdo. **No envíe tanto una Disputa como una Solicitud de Exclusión.** Si lo hace, la Solicitud de Exclusión no será válida, se le incluirá en el Grupo del Acuerdo y estará sujeto a los términos del Acuerdo.

Objetar al Acuerdo. Usted también tiene derecho a objetar los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá estando obligado por los términos del Acuerdo. Si desea objetar el Acuerdo, o cualquier parte de este, puede enviar una objeción por escrito al Administrador del Acuerdo. Su objeción por escrito debe incluir su nombre completo y dirección actual, así como la información de contacto de cualquier abogado que lo represente con respecto a su objeción, el nombre y número del caso, todas las objeciones y la base fáctica y legal de la misma, y todos y cada uno de los documentos de respaldo, escritos, declaraciones y / u otras pruebas que respalden su objeción. Todas las objeciones u otra correspondencia deben indicar el nombre y el número del caso, que es *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*, Tribunal Superior de California, Condado de San Bernardino, Caso No. CIVSB2305867. Las objeciones por escrito deben tener matasellos del 23 de diciembre de 2024 o antes.

Usted también puede comparecer en la Audiencia de Aprobación Final programada para el 24 de enero de 2025 a las 8.30 a.m. en el Departamento S-36 del Tribunal Superior de California, Condado de San Bernardino, ubicado en 247 W. 3rd Street, San Bernardino, California 92415. El lugar, la fecha y la hora de la Audiencia de Aprobación Final pueden cambiarse sin previo aviso. Puede ponerse en contacto con los Abogados del Grupo utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia, si desea comparecer en persona. Usted tiene el derecho de comparecer en persona o a través de su propio abogado en esta audiencia, ya sea que presente o no una objeción por escrito. Si usted se opone al Acuerdo, seguirá siendo miembro del Grupo del Acuerdo, y si el Tribunal aprueba el Acuerdo, estará obligado por los términos del Acuerdo de la misma manera que los Miembros del Grupo del Acuerdo que no se opongan.

7. ¿Cuál es el siguiente paso?

El Tribunal llevará a cabo una Audiencia de Aprobación Final sobre la idoneidad, razonabilidad y equidad del Acuerdo el 24 de enero de 2025 a las 8.30 a.m. en el Departamento S-36 del Tribunal Superior de California, Condado de San Bernardino, ubicado en 247 W. 3rd Street, San Bernardino, California 92415. El lugar, la fecha y la hora de la Audiencia de Aprobación Final pueden cambiarse sin previo aviso. Puede ponerse en contacto con los Abogados del Grupo utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia. También se le pedirá al Tribunal que se pronuncie sobre la solicitud de los Abogados del Grupo de honorarios de abogados y reembolso de los costos y gastos documentados, los Pagos por Servicios a los Representantes del Grupo, los costos del Administrador del Acuerdo y el monto relacionado con las sanciones civiles de PAGA. **Usted no está obligado a asistir a la Audiencia de Aprobación Final.**

8. ¿Cómo puedo obtener información adicional?

Este Aviso es solo un resumen de la Demanda y el Acuerdo. Para obtener más información, puede inspeccionar los archivos del Tribunal y el Acuerdo de Conciliación en la Oficina del Secretario del Tribunal del Condado de San Bernardino, ubicada en 247 West Third Street, San Bernardino, California 92415, entre las 8:00 a.m. y las 4:00 p.m., de lunes a viernes. También puede ponerse en contacto con los Abogados del Grupo utilizando la información de contacto mencionada anteriormente para obtener más información.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL, A LOS DEMANDADOS O LOS ABOGADOS DE LOS DEMANDADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DEL ACUERDO

9. RECORDATORIO DE LOS LÍMITES DE TIEMPO

La fecha límite para presentar cualquier Disputa, Solicitud de Exclusión u Objeción es el 23 de diciembre de 2024.

AVISO DE PAGO COLECTIVO INDIVIDUAL

RUBEN HERNANDEZ, ET AL. V. NEOVIA LOGISTICS SERVICES, LLC, ET AL.
TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE SAN BERNARDINO, CASO NO. CIVSB2305867

Por favor, rellene, firme, feche y devuelva este Formulario a Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, **SOLO SI** (1) su información de contacto personal ha cambiado, y/o (2) desea disputar cualquiera de la información enumerada en la Sección (III), a continuación. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo.

(I) Por favor, escriba su nombre en letra legible:

(Primer nombre, Segundo nombre, Apellido)

(II) Por favor, escriba en letra legible la siguiente información de identificación si su información de contacto ha cambiado:

Nombres anteriores (si los hubiera)

Nueva dirección

Ciudad

Estado

Código postal

(III) Información utilizada para calcular su Pago Colectivo Individual:

De acuerdo con los registros de los Demandados:

- (a)** Usted trabajó “Class Workweeks” Semanas laborales durante el Período del Grupo;
- (b)** Usted trabajó “PAGA Workweeks” Semanas laborales entre el 28 de octubre de 2021 y el 27 de diciembre de 2023 (el Período de Declaración de Salarios/PAGA); y
- (c)** Su empleo con el Demandado “Waiting Time Class” terminó entre el 28 de octubre de 2019 y el 27 de diciembre de 2023 (el Período de Espera).

Con base en lo anterior, se estima que su Pago Colectivo Individual será de “Est. Total Payment”.

(IV) Si usted no está de acuerdo con la información proporcionada en los puntos (a) - (c) de la Sección (III) anterior, explique por qué en el espacio que se proporciona a continuación e incluya copias de cualquier evidencia o documentación de respaldo con este formulario:

Si usted disputa la información anterior de los registros de los Demandados, esos registros prevalecerán a menos que pueda proporcionar documentación que establezca que los registros de los Demandados son erróneos. Si existe una disputa sobre si la información de los Demandados o la suya es precisa, y la disputa no puede resolverse de manera informal, la disputa será resuelta por las Partes y el Administrador del Acuerdo como se describe en la Notificación de la Demanda Colectiva que acompaña a este Formulario. Cualquier disputa no resuelta se someterá al Tribunal para una determinación final.

CUALQUIER DISPUTA, JUNTO CON CUALQUIER DOCUMENTACIÓN DE RESPALDO, DEBE TENER MATASELLOS A MÁS TARDAR EL 23 DE DICIEMBRE DE 2024.

Firma: _____

Fecha: _____

Exhibit B

**Quotation Request:**

Matthew K. Moen
Haines Law Group
mmoen@haineslawgroup.com
424.292.2350

Case Name:

Ruben Hernandez v. Neovia Logistics Services

Date:

Friday, January 19, 2024

RFP Number:

23500007

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Estimated Class Size:	1,934
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services**Fee Calculation****Rate(s)****Quantity****Estimated Cost****Data Analytics and Standardization**

Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$825.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.25	1,934	\$2,417.50
USPS First Class Postage	Per Piece	\$0.68	1,934	\$1,315.12
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.15	387	\$831.62
Receive and Process Undeliverable Mail	Per Hour	\$75.00	2	\$150.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	4	\$300.00
NCOA Address Update (USPS)	Static Rate	\$372.33	1	\$372.33
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$6,706.57

Project Management

Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$910.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$350.00	1	\$350.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$350.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	5	\$600.00
Account Management and Reconciliation	Per Hour	\$140.00	5	\$700.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	1,934	\$2,417.50
USPS First Class Postage	Per Piece	\$0.68	1,934	\$1,315.12
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.15	193	\$415.81
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	12	\$1,200.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$7,898.43

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	4	\$540.00
Project Management Reconciliation	Per Hour	\$100.00	4	\$400.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$1,300.00

WILL NOT EXCEED: \$17,990.00				
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.