

PLAINTIFF/PETITIONER: Larry Ross
 DEFENDANT/RESPONDENT: Morrison Express Corporation

CASE NUMBER:
 23STCV22454 / Dept 14

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: 12/18/2025

Andy Hernandez

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Electronically Received 08/20/2025 02:27 PM

Arby Aiwarzian (SBN 269827)
Yasmin Hosseini (SBN 326399)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

08/27/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

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

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

Plaintiff,

vs.

MORRISON EXPRESS CORPORATION
(U.S.A.), a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV22454

Honorable Timothy P. Dillon
Department 15

CLASS ACTION

**~~[REVISED PROPOSED]~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 22, 2025

Time: 4:00 p.m.

Department: 15

Complaint Filed: September 15, 2023

Trial Date: None Set

1 This matter has come before the Honorable Timothy P. Dillon in Department 15 of the
2 Superior Court of the State of California, for the County of Los Angeles, on August 22, 2025, at
3 4:00 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 *Lawyers for Justice, PC* appears as counsel for Plaintiff Larry Ross ("Plaintiff"), individually and
5 on behalf of all others similarly situated and other aggrieved employees, and Ballard Rosenberg
6 Golper & Savitt, LLP appears as counsel for Defendant Morrison Express Corporation (U.S.A.)
7 ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**"
14 to the Declaration of Ryan Slinger in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement
16 falls within the range of possible approval as fair, adequate, and reasonable.

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

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious, and non-collusive arms-length negotiations, and it was
27 entered into in good faith.
28

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

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

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

22 All current and former hourly-paid or non-exempt employees of Defendant in
23 California employed during the period from September 15, 2019 through December
24 14, 2024.

25 7. The Court provisionally appoints Arby Aiwanian, Yasmin Hosseini, and Ryan
26 Slinger of Lawyers *for* Justice, PC as Class Counsel.

27 8. The Court provisionally appoints Plaintiff Larry Ross as the Class Representative.

28 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
administration of the Settlement ("Administrator").

1 10. Within fourteen (14) calendar days after the Court enters this Order, Defendant shall
2 provide the Administrator with Class Member and PAGA Member's identifying information in
3 Defendant's possession, custody, or control including the Class Member and PAGA Member's full
4 name, last-known mailing address, Social Security number, hire and termination dates, and
5 information and/or data sufficient to determine the number of Workweeks and PAGA Pay Periods
6 worked by each Class Member and PAGA Member (collectively, "Class Data"), in conformity with
7 the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Court Approved Notice of
9 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), attached
10 hereto as "**EXHIBIT A.**" The Class Notice shall be provided to Class Members in the manner set
11 forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform
12 the Class Members of all material elements of the Settlement, of Class Members' right to be
13 excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' and
14 PAGA Members' right to dispute the Workweeks and/or PAGA Pay Periods credited to each of
15 them, and of each Participating Class Member's right and opportunity to object to the Class
16 Settlement. The Court further finds that the distribution of the Class Notice, substantially in the
17 manner and form set forth in the Settlement Agreement and this Order, and all the other dates set
18 forth in the Settlement Agreement and this Order meet the requirements of due process and shall
19 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
20 Administrator to mail the Class Notice to all Class Members within fourteen (14) calendar days
21 after receiving the Class Data from Defendant, pursuant to the terms set forth in the Settlement
22 Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
26 for Exclusion no later than sixty (60) calendar days from the initial mailing of the Class Notice
27 ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
28 extended an additional fourteen (14) calendar days. Any Class Member who submits a timely and

1 valid Request for Exclusion will not be a Participating Class Member and will not have any right
2 to object, appeal, or comment on the Class Settlement. Class Members who do not submit a timely
3 and valid Request for Exclusion by the Response Deadline shall be bound by the terms of this
4 Agreement, any Court order approving the terms of the Settlement, and the Final Approval Order
5 and Judgment entered thereon. PAGA Members shall be bound to the PAGA Settlement
6 irrespective of whether they exercise their option to opt out of the Class Settlement.

7 13. A Final Approval Hearing shall be held before this Court on January 15, 2026 at
8 10:00 a.m. in Department 15 of the Superior Court of California for the County of Los Angeles,
9 located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary
10 matters concerning the Settlement, including: whether the proposed settlement of the action on the
11 terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
12 finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
13 herein; whether the plan of allocation contained in the Settlement should be approved as fair,
14 adequate, and reasonable to the Class Members and PAGA Members; and determine whether to
15 finally approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
16 Payment, Enhancement Award, PAGA Penalties, and Administration Costs.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
18 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement Award, PAGA
19 Penalties, and Administration Costs, along with the appropriate declarations and supporting
20 evidence, including the Administrator's declaration by _____ per CCP _____, to be
21 heard at the Final Approval Hearing.

22 15. Only Class Members who do not request exclusion from the Class Settlement may
23 object to the Class Settlement by submitting an Objection to the Class Settlement to the
24 Administrator prior to the Response Deadline or, in the alternative, by presenting their objection
25 orally at the Final Approval Hearing. The Objection must be signed by the Participating Class
26 Member and contain all information required by this Settlement Agreement, including and not
27 limited to the factual and legal basis for objecting to the Class Settlement. Participating Class
28 Members may also present their objection at the Final Approval Hearing, regardless of whether

1 they submit a written objection. A Participating Class Member who does not object prior to or at
2 the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed
3 from making any objections (whether at the Final Approval Hearing, by appeal, or otherwise) to
4 the Settlement.

5 16. The Settlement is not a concession or admission and shall not be used against
6 Defendant as an admission or indication with respect to any claim of any fault or omission by
7 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
8 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
9 neither the Settlement nor any document, statement, proceeding, or conduct related to the
10 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered, or
11 admitted into evidence as, received as, or deemed to be in evidence for any purpose adverse to the
12 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
13 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
14 establish the existence of any condition constituting a violation of, or a non-compliance with state,
15 federal, local, or other applicable law, except for legal proceedings concerning the implementation,
16 interpretation, or enforcement of the Settlement.

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

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

5
6 **IT IS SO ORDERED.**

7 Dated: 08/27/2025



A handwritten signature in black ink, appearing to read "T. Dillon".

By _____
The Honorable Timothy P. Dillon
Judge of the Superior Court
Timothy Patrick Dillon / Judge

Exhibit A

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

Larry Ross v. Morrison Express Corporation (U.S.A.), Case No. 23 STCV22454

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Morrison Express Corporation (U.S.A.) (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee Larry Ross (“Plaintiff”) and seeks payment of (1) unpaid wages, unreimbursed business expenses, statutory penalties, interest, and attorneys’ fees and costs for a class of all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period (September 15, 2019 to December 14, 2024) (“Class Members”); and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period (July 12, 2022 to December 14, 2024) (“PAGA Members”).

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

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

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or PAGA Pay Periods during the PAGA Period, you can submit a dispute by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

If you opt-out of the Class Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendant, and, if you are a PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and/or an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and/or Released PAGA Claims against Defendant that are covered by this Settlement.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you do not want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out ("Participating Class Members") can object to the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on January 15, 2026 at 10:00 a.m. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Dispute the Calculation of Your Workweeks / PAGA Pay Periods Written Disputes Must be Submitted by	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many Workweeks and/or PAGA Pay Periods you were determined to have worked, as follows: PAGA Pay Periods are calculated by the Administrator, based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid or non-exempt employee within California during the PAGA Period.

	Workweeks are calculated by the Administrator, based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee within the California during the Class Period. The number Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must dispute it by [REDACTED]. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

On September 25, 2023, Plaintiff commenced the class action lawsuit entitled *Larry Ross v. Morrison Express Corporation (U.S.A.)*, in the Superior Court of California for the County of Los Angeles, Case No. 23STCV22454 ("Action"). The Action accuses Defendant of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action:

Arby Aiwazian, Esq.
 Yasmin Hosseini, Esq.
 Ryan Slinger, Esq.
Lawyers for Justice, PC
 450 North Brand Blvd., Suite 900
 Glendale, California 91203
 Telephone: (818) 265-1020 / Fax: (818) 265-1021
 ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$650,000.00 as the Total Settlement Amount. Defendant has agreed to deposit the Total Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Total Settlement Amount to pay the Individual Settlement

Payments, Individual PAGA Payments, Enhancement Award, Class Counsel's attorney's fees and litigation expenses, the Administration Costs, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Total Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Total Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Total Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$216,666.67 (1/3 of the Total Settlement Amount] to Class Counsel for attorneys' fees and up to \$50,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as an Enhancement Award for filing the Action, working with Class Counsel, and representing the Class. An Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and any Individual PAGA Payment as a Class Member and PAGA Member.
 - C. Up to \$6,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$35,000.00 for PAGA Penalties, allocated as 75% to be paid to the LWDA and 25% to be paid to the PAGA Members based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Total Settlement Amount (the "Net Settlement Amount") by making Individual Settlement Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages ("Wage Portion") and 80% to interest, and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled,

and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [60 Day Response Deadline], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion from the Class Settlement by the [60 Day Response Deadline] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement clearly explaining that you would like to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue Released Class Claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion from the Class Settlement. The Administrator will also decide disputes regarding Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release of Released Class Claims. Upon the Effective Date and full funding of the Total Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or Released Parties for Released Class Claims.

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

All Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant Morrison Express Corporation (U.S.A.) and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives (“Released Parties”), from all claims and causes of action that were alleged in the Complaint in the Action or that reasonably could have been alleged based on the factual allegations in the Complaint in the Action, arising during the Class Period, against any of the Released Parties, for violations of the California Labor Code, including and not limited to, claims under the California Labor Code, regulations, and/or other provisions of law, for failure to pay overtime wages under Labor Code Sec. 510, 1198; failure to provide meal periods and/or pay meal

period premiums under Labor Code Sec. 226.7, 512(a); failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; failure to pay minimum wages under Labor Code Sec. 1194, 1197, 1197.1; failure to timely pay wages upon termination under Labor Code Sec. 201, 202; failure to timely pay wages during employment under Labor Code Sec. 204; failure to provide accurate, itemized wage statements under Labor Code Sec. 226(a); failure to keep requisite payroll records under Labor Code Sec. 1174(d); failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and violation of California's unfair competition law under Business and Professions Code Sec. 17200 for the aforementioned alleged violations ("Released Class Claims").

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

All PAGA Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims and causes of action for civil penalties under the Labor Code Private Attorneys General Act alleged in the PAGA Notice and Complaint, arising during the PAGA Period, for Defendant's alleged failure to pay overtime wages under Labor Code Sec. 510, 1198; failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512(a); failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; failure to pay minimum wages under Labor Code Sec. 1194, 1197, 1197.1; failure to timely pay wages upon termination under Labor Code Sec. 201, 202; failure to timely pay wages during employment under Labor Code Sec. 204; failure to provide accurate, itemized wage statements under Labor Code Sec. 226(a); failure to keep requisite payroll records under Labor Code Sec. 1174(d); and failure to reimburse business expenses under Labor Code Sec. 2800, 2802 ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share. The Individual Settlement Payment is the amount each Class Member receives after the tax withholdings from the Wage Portion are subtracted from the Individual Settlement Share.
2. Individual PAGA Payments. The Administrator will divide the 25% portion of the PAGA Penalties attributed to PAGA Members, i.e., \$8,750.00, by the PAGA Pay Periods worked by all PAGA Members during the PAGA Period resulting in the PAGA Pay Period Value and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Period.
3. Workweeks / PAGA Pay Periods Dispute. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as

recorded in Defendant's records, are stated in the first page of this Notice. You have until **[60-Day Response Deadline]** to dispute the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your dispute by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise dispute its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. PAGA Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every individual who is eligible to receive payment under the PAGA Settlement as a PAGA Member.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Larry Ross v. Morrison Express Corporation (U.S.A.)*, Case No. 23STCV22454, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by **[60 Day Response Deadline]**, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the January 15, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Enhancement Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as an Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.lacourt.ca.gov/pages/lp/access-a-case> **(url)** or the Court's website for a fee at <https://www.lacourt.ca.gov/pages/lp/access-a-case>.

A Participating Class Member who disagrees with the Class Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Enhancement Award may wish to object, for example, that the proposed Class Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [60-Day Response Deadline].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Larry Ross v. Morrison Express Corporation (U.S.A.)*, Case No. 23STCV22454 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object to the Class Settlement (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on January 15, 2026 at **10:00** a.m. in Department 15 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Total Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors to the Class Settlement, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at **[url]**. You can also telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV22454. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. You may also telephone Class Counsel at the phone number provided in Section 1 above.

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

Administrator:

Simpluris, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd, Suite 900, Glendale, California 91203.

On December 18, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Eric C. Schwettmann (eschwettmann@brgslaw.com)
Katherine A. Hren (khren@brgslaw.com)
Janet S. Soultanian (jsoultanian@brgslaw.com)
BALLARD ROSENBERG GOLPER & SAVITT, LLP
15760 Ventura Boulevard, 18th Floor
Encino, California 91436
Tel: (818) 508-3700

Attorneys for Defendant Morrison Express Corporation (U.S.A)

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the individual(s) listed above.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

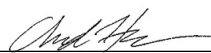
[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 18, 2025, at Glendale, California.



Andy Hernandez