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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ENYLLEL RUGAMA-HERNANDEZ and
EDGAR SANTIAGO, as individuals, and on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

P & B INTERMODAL SERVICES LIMITED
LIABILITY COMPANY, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 24STCV07771

**DECLARATION OF KATIE TRAN ON
BEHALF OF APEX SETTLEMENT
ADMINISTRATORS IN SUPPORT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Timothy Patrick Dillon
Dept.: SS-15
Hearing Date: February 26, 2026
Hearing Time: 11:00 a.m.

I, Katie Tran, declare as follows:

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 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.

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1 of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or
2 as ordered by the Court for Apex to perform.

3 4. On October 13, 2025, Counsel for the Plaintiffs provided Apex with the Court-approved
4 content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which
5 received approval from the Parties' Counsel before being mailed.

6 5. On October 17, 2025, Counsel for the Defendant provided Apex with the class data file,
7 comprising the names, social security numbers, last known mailing addresses, and total number
8 of relevant workweeks and Pay Periods worked by each Class Member (hereinafter referred to
9 as "Class Data". The Class Data was successfully uploaded to our database, where it underwent
10 a thorough review to identify any duplicates or potential inconsistencies. The Class Data
11 consisted of a total of 549 individuals.

12 6. In preparation for the mailing process, all 549 names and addresses listed in the Class
13 Data underwent verification and updating against the National Change of Address (NCOA)
14 database maintained by the United States Postal Service (USPS). The purpose of this step was to
15 ensure the accuracy and validity of the Settlement Class Members' mailing addresses before
16 sending out the Class Notice. The NCOA database contains records of requested address changes
17 submitted to the USPS. If an updated address was found in the NCOA database, it was utilized
18 for the mailing of the Class Notice. However, in cases where no updated address was found in
19 the NCOA database, the original address provided by Counsel for Defendant was used for the
20 mailing of the Class Notice.

21 7. On November 10, 2025, the Class Notice was sent to all 549 individuals listed in the Class
22 Data using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit**
23 **A**.

24 8. As of the date of this declaration, our office has received 67 returned Class Notices as
25 undeliverable. Apex conducted a computerized skip trace on the 67 returned Class Notices in
26 order to acquire 67 updated addresses for the purpose of re-mailing the Class Notices. This skip
27 trace effort resulted in obtaining 48 updated addresses, to which we promptly re-mailed the Class
28 Notice via U.S First Class Mail.

1 9. As of the date of this declaration, there have been 48 Class Notices re-mailed as a result
2 of Apex's skip-tracing efforts.

3 10. As of the date of this declaration, 19 Class Notices have been considered undeliverable
4 as no updated address was found despite conducting skip tracing.

5 11. As of the date of this declaration, Apex has not received any requests for exclusion. The
6 deadline for submitting a request for exclusion from the Settlement was January 9, 2026.

7 12. As of the date of this declaration, Apex has not received any objections to the Settlement.
8 The deadline for submitting a written objection to the Settlement was January 9, 2026.

9 13. As of the date of this declaration, Apex has not received any disputes from Class
10 Members. The deadline for submitting a dispute was January 9, 2026.

11 14. As of the date of this declaration, Apex reports 549 Participating Class Members,
12 constituting 100% of the total 549 Class Members.

13 15. The total number of workweeks worked by Participating Class Members during the Class
14 Period is 41,122.00. The Net Settlement Amount available to Participating Members is estimated
15 to be \$575,510.00 and was calculated by subtracting the requested attorneys' fees (\$325,000.00),
16 the amount requested for litigation costs and expenses (\$30,000.00), the requested Class
17 Representative Service Payments (totaling \$15,000.00), the requested Settlement Administration
18 Costs (\$9,490.00), and the PAGA Penalties (\$20,000) from the Gross Settlement Amount
19 (\$975,000.00).

20 16. Pursuant to the Agreement, \$5,000.00 (25% of the PAGA Penalties of \$20,000.00) will
21 be allocated to Aggrieved Employees as the "PAGA Amount" regardless of whether they opt out
22 of the class settlement. Aggrieved Employees cannot opt out of the PAGA settlement. There are
23 348 Aggrieved Employees who worked a total of 10,184.00 PAGA Weeks during the PAGA
24 Period. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$29.46,
25 the *average* individual PAGA share is approximately \$14.37, and the *lowest* individual PAGA
26 share is approximately \$0.49.

27 17. Pursuant to the Agreement, the remainder of the Net Settlement Amount (\$575,510.00) will
28 be allocated as the Class Payment. There are 549 Employees who worked a total of 41,122.00 Class

1 Weeks during the Class Period. Each Eligible Workweek has been valued at \$14.00. The *highest*
2 Individual Class Payment to a Participating Class Member is currently estimated to be
3 approximately \$3,652.74, the *average* Individual Class Payment is currently estimated to be
4 approximately \$1,048.29, and the *lowest* Individual Class Payment is currently estimated to be
5 approximately \$14.00. These amounts are subject to employee-side tax and withholdings.

6 18. Apex's comprehensive fees and costs for administering this Settlement, covering both
7 incurred and anticipated expenses, amounts to (\$9,490.00). Apex will proceed with additional
8 tasks related to this matter, such as calculating settlement award payments, issuing and mailing
9 settlement award checks, handling necessary tax filings and reporting on these payments, and
10 any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to
11 undertake.

12 I declare under penalty of perjury under the laws of the State of California and the United
13 States that the foregoing is true and correct, and that this Declaration was executed this 23rd day
14 of January 2026, in Irvine, California.

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18 Katie Tran
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Exhibit A

**Rugama-Hernandez v. P & B Intermodal
Services Limited Liability Company**
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

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

***Rugama-Hernandez v. P & B Intermodal Services Limited Liability Company,
Superior Court of the State of California, County of Los Angeles, Case No. 24STCV07771***

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.

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

You may be eligible to receive money from an employee class action and representative PAGA lawsuit ("Action") against Defendant P & B Intermodal Services Limited Liability Company ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiffs Enyllels Rugama-Hernandez and Edgar Santiago ("Plaintiffs") and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (March 29, 2020 through March 27, 2025) ("Class Members"), and (2) penalties and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (December 19, 2022 through March 27, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, 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 Class Payment is estimated to be \$ _____ (less withholding), and your Individual PAGA Payment is estimated to be \$ _____**. 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 _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See **Section 5** of this Notice below.

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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant as described below in Section 4 below.
- (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 Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed 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 Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement

If you do not want to fully participate in the proposed 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 Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 7** of this Notice.

The Opt-out Deadline is January 9, 2026.

You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below) regardless of whether you submit a request for exclusion.

Participating Class Members Can Object to the Class Settlement

All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed 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 Plaintiffs 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 Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See **Section 8** of this Notice.

Written Objections Must be Submitted by the Response Deadline January 9, 2026

You Can Participate in the February 26, 2026 Final Approval Hearing

The Court's Final Approval Hearing is scheduled to take place on **February 26, 2026** at 11 am, at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 14 before Judge Hon. Timothy Patrick Dillon. This hearing may change as explained below in **Section 9**.

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 Settlement at the Final Approval Hearing. See **Section 9** of this Notice

You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline January 9, 2026

The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **January 9, 2026**. See **Section 5** of this Notice

1. What is action about?

Plaintiffs were employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failing to pay sick pay, failing to provide suitable seating, and engaging in unfair competition. Plaintiffs also seeks civil penalties in a representative claim under the Private Attorneys General Act ("PAGA").

Defendant denies that it violated any laws or failed to pay any wages and further denies any liability whatsoever to Plaintiffs, the Class, or Aggrieved Employees. Defendant contends it complied with all applicable laws.

2. What does it mean that the action has settled?

The Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written Class Action and PAGA Settlement Agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs 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. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Nine Hundred Seventy-Five Thousand Dollars and No Cents (\$975,000.00) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, Individual PAGA Payments, and civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$9,900, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$325,000.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$30,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** Class Representative Service Payments in an amount not more than \$7,500.00 each to the Plaintiffs as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$20,000.00 relating to Plaintiffs’ claim under PAGA, \$15,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$5,000.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is December 19, 2022 through March 27, 2025.

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

Calculation of Payments to Class Members. After all the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$575,100.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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.

Need to Promptly Cash Payment Checks. The front of every check issued 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 funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, 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.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are any and all claims that were alleged, or reasonably could have been alleged, based on the facts and/or theories alleged in the Operative Complaint filed in the Action, as amended, and/or PAGA Notice, as amended, which occurred during the Class Period during employment in a non-exempt position in California. The Released Class Claims are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code Section 17200, *et seq.*; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Reimburse Employees for Necessary Expenses; (8) Failure to Provide Timely and final Wages; (9) Failure to Pay Sick Pay, as well as claims under California Labor Code Sections 201, 202, 203, 218, 218.5, 218.6, 221, 223, 226, 226.7, 233, 227.3, 246, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and applicable IWC Wage Order(s). Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt position in California, including: Civil Penalties pursuant to Labor Code Sections 2699, *et seq.* for violations of Labor Code Sections 201, 202, 203, 204, *et seq.*, 210, 218, 221, 223, 225.5, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating) and the applicable Wage Order(s). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, including claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims based on facts occurring outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, managers, agents, principals, heirs, representatives, accountants, auditors, attorneys, insurers, franchisors, consultants, and their respective predecessors and successors in interest, subsidiaries, affiliates, and parents, as well as any individual or entity that could be alleged to be jointly liable with Defendant.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendant's records reflect that you worked _____ Workweeks during the Class Period (March 29, 2020 through March 27, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$ _____.

Defendant's records reflect that you worked _____ PAGA Pay Periods during the during the PAGA Period (December 19, 2022 through March 27, 2025). Based on this information your estimated Individual PAGA Payment is \$ _____.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is January 9, 2026. You may also fax the dispute to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks 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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

7. What if I do not want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is \$20,000.00, of which \$5,000.00 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is January 9, 2026. You may also fax your request to opt out to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Rugama-Hernandez v. P & B Intermodal Services Limited Liability Company* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Rugama-Hernandez v. P & B Intermodal Services Limited Liability Company*, Case No. 24STCV07771. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is P.O. Box 54668, Irvine, CA 92619. Written requests for exclusion that are postmarked after January 9, 2026, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for February 26, 2026, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Rugama-Hernandez v. P & B Intermodal Services Limited Liability Company* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24STCV07771.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is January 9, 2026.** You may also fax the dispute to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than this 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, *Rugama-Hernandez v. P & B Intermodal Services Limited Liability Company*, Case No. 24STCV07771, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: claims@apexclassaction.com

Mailing Address: P.O. Box 54668, Irvine, CA 92619

Telephone: (800) 355-0700

Fax Number: (949) 878-3536

Settlement Website: www.apexclassaction.com/pandbintermodal



Alternatively, a Participating Class Member can object (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. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

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COUNSEL FOR DEFENDANT:

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Los Angeles, California 90071

9. Can I Attend the Final Approval Hearing?

You can, but do not have to, attend the Final Approval Hearing at 11:00 am (Pacific Standard Time) on February 26, 2026 in Department 14 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Hon. Timothy Patrick Dillon. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Rugama-Hernandez v. P & B Intermodal Services Limited Liability Company*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24STCV07771.

10. How Can I Get More Information?

You may call the Administrator at 800-355-0700 or write to *Rugama-Hernandez v. P & B Intermodal Services Limited Liability Company* Administrator, c/o, P.O. Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Rugama-Hernandez v. P & B Intermodal Services Limited Liability Company*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24STCV07771. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your 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 should consult the Unclaimed Property Fund website for instructions on how to retrieve the funds.