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Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

| | |
|---|---|
| MANPREET SINGH and ANDRE STOKES, individually, on a representative basis, and on behalf of all others similarly situated;<br><br>Plaintiffs,<br><br>vs.<br><br>HSD TRUCKING, INC., a California Corporation; PARDEEP SINGH, an Individual; SARBJIT DHUDWAL, an Individual; and DOES 3 through 20, inclusive;<br><br>Defendants. | Case No.: CIVSB2403148<br>*[Assigned to Hon. Christian Towns, Dept S26, for all purposes]*<br><br>**DECLARATION OF MAYRA GONZALEZ ON BEHALF OF PHOENIX SETTLEMENT ADMINISTRATORS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION**<br><br>Hearing<br>Date: January 8, 2026<br>Time: 8:30 a.m.<br>Dept.: S26 |

## DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Singh, et al. v. HSD Trucking, Inc., et al.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Memorandum of Understanding-Settlement Terms* ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Court Approved Notice of Class Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from January 17, 2020 to September 29, 2025 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from January 17, 2023 to September 29, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Service Award to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 14, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member ("Class List") during the Class Period. The final mailing list contained four hundred sixty-one (461) individuals identified as Class Members.

4. On October 17, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On October 24, 2025, Phoenix mailed the Notice via U.S. first class mail to all four hundred sixty-one (461) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, twenty-eight (28) Notices have been returned to Phoenix. None were returned with a forwarding address. For the twenty-eight (28) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the twenty-eight (28) Notices that were skip traced, twenty-eight (28) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was November 24, 2025.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was November 24, 2025.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was November 24, 2025.

10. There are four hundred sixty-one (461) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of fifteen thousand two hundred ninety-two (15,292) Workweeks during the Class Period. Each Workweek is valued at approximately $28.28.

11. The Escalator Clause of the Settlement Agreement indicates if the actual Workweek exceeds 10% or sixteen thousand five hundred (16,500), the Gross Settlement Amount shall be increased pro-rata for everyone over such cap. The total number of Workweeks was fifteen thousand two hundred ninety-two (15,292). Since the total number of Workweek does not exceed 16,500, the Escalator Clause was not triggered.

12. The Net Settlement Amount of $432,491.30 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($260,000.00), and Class Counsel costs ($9,508.70), requested Service Award to Plaintiffs Singh and Stokes $10,000 each totaling ($20,000.00), the PAGA Penalties ($50,000.00), and the requested Settlement Administration Costs ($8,000.00) from the Gross Settlement Amount ($780,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $7,721.04, the lowest Individual Settlement Share to be paid is approximately $28.28, while the average Individual Settlement Share to be paid is approximately $940.20. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

14. Additionally, $50,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or $37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $12,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are three hundred twelve (312) Aggrieved Employees who worked a total of five thousand one hundred thirty-four (5,134) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $172.87, and the average Individual PAGA Payment to be paid is approximately $40.06.

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

16. Phoenix's costs associated with the administration of this matter are $8,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 15th day of December 2025, at Orange, California.

Mayra Gonzalez

MAYRA GONZALEZ

# Exhibit A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT**

***Singh, et al. v. HSD Trucking, Inc., et al.***
(San Bernardino County Superior Court, Case No. CIVSB2403148)

***The San Bernardino County Superior Court 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 filed by Manpreet Singh and Andre Stokes ("Plaintiffs" or "Class Representatives") against Defendants HSD Trucking, Inc., Pardeep Singh, Sarbjit Dhudwal ("Defendants") for alleged violations of the California Labor Code (the "Action"). (Plaintiffs and Defendants shall be collectively referred to as the "Parties").

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of all Class Members, who are defined as "all current and former California resident truck drivers employed by Defendant HSD Trucking, Inc., in California during the Class Period" (which is January 17, 2020, through September 29, 2025); and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, who are defined as "all current and former California resident truck drivers employed by Defendant HSD Trucking, Inc., in California during the PAGA Period" (which is January 17, 2023, through September 29, 2025). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and all Aggrieved Employees for alleged violations of the Labor Code; any payment for PAGA penalties is paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendants' records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

| ***Calculations and Data Points for Estimated Individual Class Payment*** | |
|---|---|
| **Weeks Worked during Class Period** | ***Estimated* Individual Class Payment** |
| «Total_Weeks» | «ESA_Before_Paga» |

| ***Calculations and Data Points for Estimated Individual PAGA Payment*** | |
|---|---|
| **Pay Periods during PAGA Period** | ***Estimated* Individual PAGA Payment** |
| «PAGA_Pay_Periods» | «PAGA_Amount» |

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work for Defendant HSD Trucking, Inc., in California during the PAGA Period.) If you believe that you worked more weeks during the periods than are shown in the chart above, you can submit a challenge by November 24, 2025 ("**Response Deadline**"). See **Section 4** of this Notice.

In granting preliminarily approval of the proposed Settlement and approving this Notice, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. 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 Defendants 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 Defendants in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| **DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT** | If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in **Section 3 below**. |
| **EXCLUDE YOURSELF** | If you do not wish to participate in the proposed Settlement of the Class Claims, you may "opt-out" of the Settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by November 24, 2025 (see **Section 6** below for more details on how to opt-out). If you opt-out, you will no longer be a participating Class Member, and you will (1) not receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees. See **Section 6** of this Notice. |
| **OBJECT** | If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by November 24, 2025 (see **Section 7** for more details on how to object). |
| **DISPUTE THE NUMBER OF WEEKS WORKED AND/OR PAY PERIODS** | If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a written dispute to Phoenix Settlement Administrators (the "Settlement Administrator"), a third party responsible for sending this Notice. (see **Section 4** for more details on how to submit a Dispute). Defendants' records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Work Weeks you believe you should be credited. |

| YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED | |
|---|---|
| **DATE: JANUARY 8, 2026**<br>**TIME: 8:30 A.M.** | The Court's Final Approval Hearing is scheduled to take place on **January 8, 2026, at 8:30 a.m.** At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't 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. See **Section 8** of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant HSD Trucking, Inc. The Action accuses Defendants of violating California labor laws due to the alleged: failure to pay minimum wages, failure to pay for rest and recovery periods and other nonproductive time under Labor Code § 226.2, failure to reimburse business expenses, the unlawful deduction of wages, failure to timely pay wages each period and upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA.

Defendants strongly deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

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

The Parties 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"), Plaintiffs and Defendants 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, Defendants do 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) Defendants have 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. So far, the Court has made no determination whether Defendants or Plaintiffs is correct on the merits, and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. 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. Defendants Will Pay $780,000 as the gross settlement amount (the "Settlement Amount"). Defendants have agreed to pay a total Settlement Amount of $780,000. Defendants will deposit the Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative's Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Settlement Amount in a two-part payment plan, with 50% payable in approximately November 2026 and the remaining 50% paid in approximately July 2027 (please note: these payment dates are only estimates and actual payments may occur later if, for instance, the Judgment is appealed).

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

A. Up to one-third (1/3) of the Settlement Amount ($260,000) to Class Counsel for attorneys' fees, plus reasonable costs and expenses, not to exceed $25,000. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000 to each Class Representative as Service Payments for litigating the Action, working with Class Counsel, and representing the Class.

C. $8,000 to the Settlement Administrator for services administering the Settlement.

D. Up to $50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of pay periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the remainder of the Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe 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 Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants 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 Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Settlement Amount and separately paid all employer payroll taxes, 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 Defendants or the "Released Parties" (which means Defendants Pardeep Singh, Sarbjit Dhudwal, and HSD Trucking, Inc., together with its officers, directors, employees, and agents) based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

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

> All Participating Class Members release Defendants and the Released Parties from "he claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay for rest and recovery periods and other nonproductive time under Labor Code § 226.2, (3) failure to reimburse business expenses, (4) unlawful deduction of wages, (5) failure to timely pay final wages, (6) failure to provide accurate itemized wage statements, and (7) unfair and unlawful competition." The "Released Class Claims" expressly excludes all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

10. Release of Released PAGA Claims. After the Court's judgment is final, and Defendants have paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiffs – on behalf of themselves and on behalf of the State of California and the LWDA – shall release the Released Parties from "the PAGA claims that Plaintiffs alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay for rest and recovery periods and other nonproductive time under Labor Code § 226.2, (3) failure to reimburse business expenses, (4) unlawful deduction of wages, (5) failure to timely pay wages each period, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage statements, and (8) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties."

## 4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Members' Weeks Worked.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $12,500 by the total number of pay periods by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of pay periods by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked and/or pay periods during the Class and PAGA Periods, as recorded in Defendants' records, are stated in the tables on page 1 of this Notice. You have until November 24, 2025 (the "Response Deadline") to dispute the number of Workweeks and/or pay periods credited to you by submitting evidence to the Settlement Administrator. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendants' calculation of weeks worked based on Defendants' 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 Settlement Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and qualified Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members/Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline.

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a "Request for Exclusion" letter/card postmarked no later than November 24, 2025 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

> "I WISH TO BE EXCLUDED FROM THE CLASS IN THE HSD TRUCKING LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Singh v. HSD Trucking, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number or your date of birth for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Settlement Administrator by November 24, 2025, (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection and include any and all evidence and supporting papers. The Objection must include your full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendants, in addition to the case name and number (*Singh v. HSD Trucking, Inc.*, Case No. CIVSB2403148), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before **November 24, 2025**.

If you do not comply with either these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

## 8. WHEN IS THE FINAL APPROVAL HEARING?

On **January 8, 2026, at 8:30 a.m.**, the Court will hold a public hearing in Department S26 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs' request for the service awards. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It's possible the Court will reschedule the Final Approval Hearing. You should check with the Settlement Administrator beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Settlement Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel or Defendants' Counsel. Contact information for the Settlement Administrator, Class Counsel, and Defendants' counsel is provided here:

| Administrator | Class Counsel | Defendants' Counsel |
|---|---|---|
| Phoenix Settlement Administrators<br>P.O. Box 7208<br>Orange, CA 92863<br>Telephone: (800) 523-5773 | Brian Mankin, Esq.<br>*brian@LMLfirm.com*<br>Peter Carlson, Esq.<br>*peter@LMLfirm.com*<br>Lauby Mankin Lauby LLP<br>5198 Arlington Ave, PMB 513<br>Riverside, CA 92504<br>Tel: (951) 320-1444 | Aaron B. Silva, Esq.<br>*asilva@murphyaustin.com*<br>Matthew H. Green, Esq.<br>*mgreen@murphyaustin.com*<br>Murphy Austin Adams Schoenfeld LLP<br>555 Capitol Mall, Suite 850<br>Sacramento, CA 95814<br>Tel. (916) 446-2300 |

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on September 29, 2025 and available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

## 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement 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 for instructions on how to retrieve the funds.

## 11. WHAT IF I CHANGE MY ADDRESS?

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

# Exhibit B

**CASE ASSUMPTIONS**

| | |
|---|---|
| Class Members | 500 |
| Opt Out Rate | 1% |
| Opt Outs Received | 0 |
| Total Class Claimants | 491 |
| Subtotal Admin Only | **$8,399.40** |

**Flat Fee Total $8,000.00**

**For 500 Class Members**

**Pricing Good for Scope of Estimate Only**

**All Aspects of Escheating to the State of CA Included**

**Two Installments & Disbursements & Two Tax Years**

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CLASS ACTION ADMINISTRATION SOLUTIONS

**June 19, 2025**

## Case: Singh v. HSD, Opt-Out & PAGA Administration

**Phoenix Contact: Michael E. Moore**
**Contact Number: 949.331.0131**
**Email: mike@phoenixclassaction.com**

**Requesting Attorney: Brian Mankin**
**Firm: Lauby, Mankin & Lauby**
**Contact Number: (951) 320-1444**
**Email: brian@lmlfirm.com**

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **500** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

**Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)**

| Administrative Tasks: | Rate | Hours/Units | Line Item Estimate |
|---|---|---|---|
| Programming Manager | $100.00 | 2 | $200.00 |
| Programming Database & Setup | $100.00 | 2 | $200.00 |
| Toll Free Setup* | $100.00 | 1 | $100.00 |
| Call Center & Long Distance | $2.00 | 60 | $120.00 |
| NCOA (USPS) | $95.00 | 1 | $95.00 |
| | | **Total** | **$715.00** |

* Up to 120 days after disbursement

**Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Website**

| Project Action | Rate | Hours/Units | Line Item Estimate |
|---|---|---|---|
| Notice Packet Formatting | $100.00 | 2 | $200.00 |
| Data Merge & Duplication Scrub | $0.10 | 500 | $50.00 |
| Notice Packet & Opt-Out Form | $1.25 | 500 | $625.00 |
| Estimated Postage (up to 2 oz.)* | $0.70 | 500 | $350.00 |
| Static Website | $200.00 | 1 | $200.00 |
| | | **Total** | **$1,425.00** |

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

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| Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Case Associate | $55.00 | 3 | $165.00 |
| Skip Tracing Undeliverables | $1.00 | 60 | $60.00 |
| Remail Notice Packets | $1.00 | 57 | $57.00 |
| Estimated Postage | $0.70 | 57 | $39.90 |
| Programming Undeliverables | $50.00 | 2 | $100.00 |
| | | **Total** | **$421.90** |

| Database Programming / Processing Opt-Outs, Deficiencies or Disputes | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Programming Database | $150.00 | 1 | $150.00 |
| Non Opt-Out Processing | $200.00 | 1 | $200.00 |
| Case Associate | $55.00 | 5 | $275.00 |
| Deficiency & Dispute Letters | $10.00 | 1 | $10.00 |
| Case Manager | $85.00 | 3 | $255.00 |
| | | **Total** | **$890.00** |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Programming Calculations | $135.00 | 1 | $135.00 |
| Disbursement Review | $135.00 | 1 | $135.00 |
| Programming Manager | $95.00 | 2 | $190.00 |
| QSF Bank Account & EIN | $135.00 | 1 | $135.00 |
| Check Run Setup & Printing | $135.00 | 5 | $675.00 |
| Mail Class Checks * | $0.80 | 491 | $392.80 |
| Estimated Postage | $0.70 | 491 | $343.70 |
| | | **Total** | **$2,006.50** |

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for dowloading tax forms from PHX secure portal

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CLASS ACTION ADMINISTRATION SOLUTIONS

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Case Supervisor | $85.00 | 1 | $85.00 |
| Remail Checks (Postage Included) | $2.00 | 68 | $136.00 |
| Case Associate | $55.00 | 3 | $165.00 |
| Reconcile Uncashed Checks | $85.00 | 5 | $425.00 |
| Conclusion Reports | $115.00 | 2 | $230.00 |
| Case Manager Conclusion | $85.00 | 3 | $255.00 |
| Final Reporting & Declarations | $115.00 | 3 | $345.00 |
| IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included) | $1,300.00 | 1 | $1,300.00 |
| | | **Total** | **$2,941.00** |

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

| | |
|---|---|
| **Estimate Total:** | **$8,399.40** |

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CLASS ACTION ADMINISTRATION SOLUTIONS

# TERMS AND CONDITIONS

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

**Payment Terms**: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

**Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.