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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;

Plaintiffs,

vs.

HSD TRUCKING, INC., a California
Corporation; PARDEEP SINGH, an
Individual; SARBJIT DHUDWAL, an
Individual; and DOES 3 through 20,
inclusive;

Defendants.

Case No.: CIVSB2403148

*[Assigned to Hon. Christian Towns, Dept S26,
for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing

Date: September 30, 2025

Time: 8:30 a.m.

Dept.: S26

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment department within my firm where I am also a Partner. I represent Plaintiffs in this action and I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 18 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 300 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in over half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered well in excess of
14 \$250 million in damages for my clients and the class members (who often work as nurses,
15 ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional
16 occupations and countless other trades). My team and I once held the record for the largest
17 PAGA-only case in California’s history - a \$12.5 million-dollar court approved settlement,
18 which followed extensive litigation, summary adjudication and writs to the CA Supreme Court
19 against a Fortune 50 company (*Garcia v. Macy’s*, San Bernardino Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies over
21 the last few years. I was lead counsel in a PAGA case that my firm tried in the Orange County
22 Superior Court and received a \$425,000 judgment. I was co-counsel in a class action case
23 against Walmart that was tried to the jury in District Court, wherein the jury awarded Plaintiffs
24 over \$6 million. Both cases were appealed, and ultimately the jury trial verdict was affirmed and
25 the PAGA case was reversed and remanded.

26 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
27 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
28 employment/labor law attorneys in 2023). Additionally, over the last 5+ consecutive years, I

have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

BRIEF SUMMARY OF THE SETTLEMENT

7. Following a contested litigation process, Plaintiffs and Defendants (collectively, the “Parties”) finalized a Class Action and PAGA Memorandum of Understanding (the “Settlement Agreement” or “S.A.”), which contains all necessary and material terms of the settlement and which resolves the wage-and-hour Class and PAGA claims pending in this action. The Settlement Agreement is hereto as **Exhibit 1**.

8. The Settlement Agreement seeks to release and discharge Defendants from the claims brought against them in exchange for Defendants’ agreement to pay \$780,000 on a non-reversionary, non-claims made basis (each Class Member will receive his/her share of the Net Settlement Amount without having to submit a claim form or take any action). As set forth in the motion and Settlement Agreement, Plaintiffs seek to represent “All current and former California resident truck drivers, including Plaintiffs employed by Defendant HSD Trucking, Inc. during the Class Period (January 17, 2020, through Preliminary Approval).”

9. Under the terms of the Settlement Agreement, Defendants will not oppose my firm’s application for a reasonable award of attorneys’ fees not to exceed \$260,000 (1/3 of the Settlement Amount), litigation expenses not to exceed \$25,000, Administration Costs of \$8,000, PAGA penalties of \$50,000 (75% to the LWDA and 25% to the Aggrieved Employees on a pro rata basis), and Service Payments not to exceed \$10,000 to each Plaintiff (the “Class Representatives”). After subtracting the agreed-upon deductions from the Settlement Amount, approximately \$417,000 will be available to pay the individual settlement amounts to approximately the Class Members who do not opt-out of the settlement, as follows:

<i>Gross Settlement Amount</i>	\$ 780,000.00
Attorneys’ Fees (1/3)	\$ 260,000.00
Litigation Costs (not to exceed)	\$ 25,000.00
Administrator Costs	\$ 8,000.00
PAGA Penalties	\$ 50,000.00
Class Representative Service Payments (\$10,000 each)	\$ 20,000.00
<i>Net Settlement Amount</i>	\$ 417,000.00

1 10. Assuming 400 Class Members, the average payment will be approximately
2 \$1,042.50 (\$417,000 / 400). However, the actual payments will be calculated on a pro-rata basis
3 according to the number of Weeks Worked by each Class Member during the Class Period. In
4 addition, approximately the PAGA “Aggrieved Employees” will receive a share of the \$12,500
5 PAGA Penalties (25% of the \$50,000 allocation), shared pro-rata based on Weeks Worked
6 during the PAGA Period.

7 11. Each Class Member will receive the Class Notice, explaining the nature of the
8 case, and the process for participating, objecting and opting-out, and advising of his/her
9 estimated settlement payment and the number of Weeks he/she is credited with working during
10 the Class Period which is attached hereto as **Exhibit 2**.

11 **PROCEDURAL BACKGROUND**

12 12. My office has performed considerable work and diligently investigated and
13 prosecuted this case to a successful conclusion. Our work has resulted in the creation of a
14 significant settlement fund for the benefit of the Class. We efficiently communicated and
15 exchanged information informally with Defense counsel which enabled the parties to
16 successfully settle the case. Because of the risks involved in litigating the case and the contested
17 legal and factual issues, we believe this settlement to be fair, reasonable, and adequate.

18 13. After being retained by Plaintiff Singh, we sent a letter to Defendants requesting
19 the production of Plaintiff’s personnel and timekeeping records in order to further evaluate her
20 wage and hour claims. We also submitted a letter to the California Labor Workforce
21 Development Agency (the “LWDA”) for civil penalties under the Private Attorney General Act
22 of 2004 (the “PAGA”), which is attached hereto as **Exhibit 3**. Then, on January 17, 2024, my
23 office (on behalf of Plaintiff) filed this class action, alleging that Defendant violated various
24 sections of the Labor Code. After the LWDA declined to assert jurisdiction over the PAGA
25 claims, we filed the operative First Amended Complaint, alleging class and PAGA claims
26 against all Defendants named herein.

27 14. After Defendant HSD Trucking did not timely respond to the FAC, Plaintiff
28 added Defendant’s owners (Pardeep Singh and Sarbjit Dhudwal) to the lawsuit as Doe

1 defendants. Around the same time, Plaintiff's counsel was retained by Andre Stokes, and
2 Plaintiff then added Mr. Stokes to the lawsuit via filing of the Second Amended Complaint.

3 15. Defendants then retained counsel and began to defend the case. Plaintiffs
4 propounded substantial written discovery to prepare for class certification. Ultimately, after
5 discussions among counsel, the Parties agreed to attend private mediation prior to further
6 discovery and motion practice.

7 16. In preparation for mediation, the Parties informally exchanged documents and
8 information that allowed both sides to calculate the potential damages and evaluate potential risk,
9 including policies and procedures pertaining to the claims, statistics relating to the number of
10 current and former employees, number of shifts, pay periods worked, and other things. This
11 information enabled both parties to take a deep dive into the claims. Additionally, during this
12 process, Plaintiffs' counsel analyzed, researched, and investigated the potential issues, including
13 matters related to the calculation of damages, trial, and risks.

14 17. On May 5, 2025, Plaintiffs and Defendants participated in mediation with Hon.
15 Jonathan Cannon (Ret.), a well-respected employment mediator. At the conclusion of mediation
16 and extensive arms-length negotiations, the Parties reached the Settlement shown in the fully
17 executed Memorandum of Understanding (the "S.A."), which contains all necessary and material
18 terms of the settlement.¹ Plaintiffs now seek the Court's preliminary approval of the Settlement
19 on behalf of themselves and the Class

20 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE**

21 18. The settlement was the product of extensive arm's length negotiations, facilitated
22 by an experienced mediator. Though cordial and professional, the settlement negotiations were
23 adversarial and non-collusive in nature. The settlement reached is the product of substantial
24 effort by the parties and their counsel. Although we believed that there was a possibility of
25 certifying the claims, we recognized the potential risk, expense, and complexity posed by
26 litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or

27
28 ¹ Plaintiffs seek to enforce the binding and enforceable MOU according to its plain terms,
including the "Enforceability" clause at S.A. ¶ 11, since Defendants and their counsel have
refused – for months – to finalize a long-form settlement agreement.

1 on the damages awarded, and/or on an appeal that can take several more years to litigate.

2 19. The settlement will result in a fair payment to each Class Member based on the
3 percentage of weeks worked during the Class Period and other factors as set forth in the
4 Settlement Agreement. As set forth hereinabove, Plaintiffs' counsel have diligently investigated
5 the claims and defenses on behalf of the Class Members and worked to achieve a resolution of
6 the claims to maximize the recovery by avoiding further expenditure of attorneys' fees and costs.
7 After evaluating the significant risks attendant with further litigation described above and
8 weighing them against the benefits of a known compromise and settlement as set forth in the
9 Settlement Agreement, settlement on the terms agreed to is believed to be in the best interest of
10 Plaintiffs and the Class, and is a fair and reasonable resolution of the claims alleged.

11 20. My office brought to bear a great deal of experience in negotiating the settlement
12 of this case. As detailed herein, my office served formal discovery and then engaged in the
13 necessary informal discovery and investigation, making it possible to exercise informed
14 judgment throughout the settlement process, including significant document review (e.g.
15 documents pertaining to Defendants' policies and procedures, personnel documents, among
16 others), and conducted an analysis of the detailed class-wide data provided by Defendants.

17 21. Based on my experience in other cases, including wage and hour matters, I
18 believe I am qualified to evaluate the class claims and viability of defenses in this class action.
19 In this case, the recovery for each Class Member is reasonable, fair, and adequate, and a
20 settlement at this time is in the best interests of the class. The settlement provides each Class
21 Member with compensation for the alleged violations when viewed in relation to the costs and
22 risks inherent in obtaining class certification and proceeding to trial.

23 22. My firm fully endorses the terms and conditions of the settlement as set forth in
24 the abovementioned Settlement Agreement.

25 23. Of course, the settlement amount represents a compromise figure, taking into
26 account the various risks surrounding class certification and the merits of Defendants' asserted
27 defense. Nevertheless, the settlement provides for fair and adequate payments to the class
28 members, with no reversion to Defendants.

1 **PLAINTIFFS' REQUESTED ENHANCEMENT PAYMENTS**

2 24. Plaintiffs each seek an enhancement payment of \$10,000 for their service to the
3 class, which I believe is fair and warranted. Plaintiffs came forward in an effort to effectuate a
4 policy and practice change that benefited all other Class Members, and to recover unpaid wages.
5 They assumed significant risk in bringing this litigation—namely, had they lost, they could have
6 been ordered to pay Defendants' costs.

7 25. Plaintiffs provided invaluable assistance to my office and the Class in this case,
8 including providing factual background for the Class Complaint; providing information about
9 Defendants' policies and practices; participating in phone calls to discuss litigation and
10 settlement strategy; assisting with discovery; and reviewing the settlement documents. Plaintiffs
11 agreed to participate in this case with no guarantee of personal benefit. At final approval,
12 Plaintiffs will each submit a comprehensive declaration setting forth all of the reasons why they
13 believe that the service awards should be approved.

14 **ADEQUACY OF COUNSEL AND THE PROVISIONAL REASONABLENESS OF THE**
15 **REQUESTED FEES AND COSTS**

16 26. As set forth above, I have handled over 300 class and representative actions, have
17 been appointed as class counsel and have successfully resolved over half of those cases, and
18 many others remain pending and will successfully resolve in the future.

19 27. When this case was taken on a contingency fee basis, with my firm agreeing to
20 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
21 course of this litigation, my firm paid all costs including filing fees, court costs, research fees,
22 and mediation costs. There was never a guarantee that we would recoup those expenditures.

23 28. It is my experience that attorney fee awards of one-third of a common fund
24 settlement is the standard in California. In this case, my firm agreed to seek one-third of the
25 Settlement Amount for attorneys' fees. Defendants do not oppose this fee request. The fee is
26 further warranted because it is within the range of reasonableness typically awarded in class
27 actions. The costs are reasonably capped at \$25,000 and will be based on the actual amount of
28 costs incurred at the time of final approval.

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SUBMISSION TO THE LWDA

30. Plaintiffs have concurrently submitted the settlement and motion documents to the LWDA in accordance with Labor Code § 2699(l)(2). The proof of submission is attached hereto as **Exhibit 5**.

EXHIBITS AND CONCLUSION

31. A true and correct copy of the Settlement Agreement is attached as **Exhibit 1.**

32. A true and correct copy of the proposed Class Notice is attached hereto as **Exhibit**

2.

33. A true and correct copy of Plaintiffs' letter to the LWDA is attached hereto as **Exhibit 3.**

34. A true and correct copy of Phoenix's proposal to administer the Settlement is attached as **Exhibit 4.**

32. A true and correct copy of the proposed Class Notice is attached hereto as **Exhibit**

33. A true and correct copy of Plaintiffs' letter to the LWDA is attached hereto as **Exhibit 3.**

34. A true and correct copy of Phoenix's proposal to administer the Settlement is attached as **Exhibit 4**.

35. A true and correct copy of the LWDA's confirmation of receipt of this Motion, Declarations and exhibits is attached hereto as **Exhibit 5**.

36. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the settlement as being fair, reasonable, and in the best interests of the class, as well as preliminarily approve the requested attorneys' fees, costs, and enhancement payments to the Class Representatives.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 5, 2025, at Riverside, California.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “1”

Manpreet Singh and Andre Stokes v. HSD Trucking, Inc., et al.
San Bernardino County Superior Court Case No. CIVSB2403148
Memorandum of Understanding - Settlement Terms

On May 5, 2025, Plaintiffs Manpreet Singh and Andre Stokes (“Plaintiffs” and “Class Representatives”) and Defendants HSD Trucking, Inc., Pardeep Singh, and Sarbjit Dhudwal (“Defendants”) (collectively, Plaintiffs and Defendants shall be referred to as the “Parties”) mediated the proceeding entitled *Singh v. HSD Trucking, Inc. et al.*, San Bernardino County Superior Court Case No. CIVSB2403148 (the “Action”).

The mediation was held with Hon. Jonathan Cannon (Ret.). At the conclusion of mediation, the Parties reached the following settlement of the class and representative PAGA claims pled in the Action (the “Class Settlement”), which is intended to be a full and final resolution of the Action. Following the Parties’ agreement to settle the Action, the Parties also agreed to settle separate individual claims for Plaintiff Singh, which is addressed in a separate agreement (the “Individual Settlement”).

This Memorandum of Understanding (the “Agreement” or “MOU”) is intended to confirm the essential terms of the Class Settlement reached between the Parties and assist in the preparation of a full and comprehensive settlement agreement, whose terms shall not be inconsistent with the terms below.

1. **Key Definitions:**

- a. “Aggrieved Employees” means all current and former California resident truck drivers employed by Defendant HSD Trucking, Inc. in California during the PAGA Period.
- b. “Class Members” means all current and former California resident truck drivers, including Plaintiffs, employed by Defendant HSD Trucking, Inc. in California during the Class Period.
- c. “Class Period” is the period from January 17, 2020, through the date the Court enters an Order granting preliminary approval of the settlement.
- d. “Complaint” means the operative Second Amended Complaint on file in this Action.
- e. “Effective Date” is defined as the latest of the following dates: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663, then the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663 or initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.
- f. “PAGA Period” is the period from January 17, 2023, through the date the Court enters an Order granting preliminary approval of the settlement.

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San Bernardino County Superior Court Case No. CIVSB2403148
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- g. “Participating Class Members” are Class Members who do not submit a timely and valid opt-out from the Class Settlement.
- h. “Released Class Claims” means the 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 time period governing the Released Class Claims shall be the Class Period.
- i. “Released PAGA Claims” means 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.
- j. “Released Parties” means Defendants Pardeep Singh, Sarbjit Dhudwal, and HSD Trucking, Inc. together with its officers, shareholders, directors, employees, and agents.

2. **Gross Settlement Amount:** The Gross Settlement Amount is **\$780,000**, which is the maximum amount Defendants agree to pay, jointly and severally, under the Class Settlement, except (1) Defendants shall separately pay the employer share of applicable payroll tax obligations in addition to the Gross Settlement Amount, and (2) if the Escalator Clause is triggered (as defined below), Defendants are required to pay those additional amounts, thus increasing the Gross Settlement Amount. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Attorneys’ Fees, Attorneys’ Costs, Class Representatives’ Service Awards, and the Settlement Administrator Costs. The Gross Settlement Amount shall be all-in with no reversion to Defendants. The employer share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendants.

3. **Workweek Information and Escalator Clause.** It is estimated that there are 400 Class Members who worked approximately 15,000 workweeks during the Class Period. As such, the Parties agree that, should the total number of workweeks exceed 16,500 (which is 10% more than Defendants’ representation at the time of mediation), then the Gross Settlement Amount shall increase by \$52 (Gross Settlement Amount divided by 15,000) for each additional workweek above 16,500. Alternatively, Defendants have the option of shortening the Class Period end date to where total workweeks do not

Manpreet Singh and Andre Stokes v. HSD Trucking, Inc., et al.
San Bernardino County Superior Court Case No. CIVSB2403148
Memorandum of Understanding - Settlement Terms

exceed 16,500. However, in no event shall the Class Period end before May 5, 2025 (the date of mediation).

4. **Net Settlement Amount:** The following amounts, if approved by the Court, will be subtracted from the Gross Settlement Amount to derive the Net Settlement Amount:

- a. **Attorneys' Fees:** Defendants will not oppose Plaintiffs' request for attorneys' fees of up to 1/3 of the Gross Settlement Amount.
- b. **Attorneys' Costs:** Defendants will not oppose Plaintiffs' request for reimbursement of litigation costs of up to \$25,000, which will be paid from the Gross Settlement Amount. Any unused funds of this cost allocation will revert to Participating Class Members.
- c. **Service Award:** Defendants will not oppose Plaintiffs' requests for service awards up to \$10,000 to each Plaintiff in exchange for a full release and Civil Code § 1542 waiver (subject to the terms of the Plaintiff's Singh's Individual Settlement). Plaintiffs' general release and Civil Code § 1542 waiver shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law. Any portion of the service award(s) not approved by the Court will revert to Participating Class Members.
- d. **Administration Costs:** Plaintiff will obtain bids from several Settlement Administrators. The selected administrator shall provide a fixed (not to exceed) bid, which will be the amount that the Parties seek in costs for the Settlement Administrator, subject to Court Approval.
- e. **PAGA Penalties:** PAGA Penalties of \$50,000 shall be made from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the LWDA.

5. **Distribution of Net Settlement Amount and Tax Allocations:**

- a. The entire Net Settlement Amount will be distributed to Participating Class Members, without a claims process, on a non-reversionary basis.
- b. Each Participating Class Member shall receive an Individual Class Payment, which shall be paid pro-rata based on the number of workweeks worked during the Class Period by each Participating Class Member.
- c. The settlement funds paid to the Participating Class Members will be treated as follows: 20% as IRS form W-2 wages and 80% as interest and penalties reportable on IRS form 1099. The Class Members are responsible for taxes and accounting on their payments received.
- d. Participating Class Members and Aggrieved Employees will have 180 days to cash settlement checks. Any uncashed checks will be sent to the California State Controller in the name of the employee.

Manpreet Singh and Andre Stokes v. HSD Trucking, Inc., et al.
San Bernardino County Superior Court Case No. CIVSB2403148
Memorandum of Understanding - Settlement Terms

6. **Class Release:** Upon the Effective Date occurring and Defendants fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, the Participating Class Members will fully release and discharge the Released Parties of the Released Class Claims.

- a. With the exception of the Plaintiffs, Class Members shall not waive section 1542 of the California Civil Code.
- b. Plaintiffs, the Settlement Class, and each and every Class Member acknowledge and agree that the payments set forth herein constitute payment of all sums allegedly due to them. Plaintiffs, the Settlement Class, and each and every Class Member acknowledges and agrees that California Labor Code § 206.5 is not applicable to the Parties hereto.
- c. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Class Settlement. Defendants maintain the right, in their sole discretion, to revoke the settlement and any stipulation to class certification prior to the final fairness hearing in the event 10% or more the Class Members opt out of the settlement.

7. **PAGA Release:** Upon the Effective Date occurring and Defendants fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, Plaintiffs – in their individual capacities and on behalf of the State of California and the LWDA – shall completely release and discharge the Released Parties of the Released PAGA Claims.

- a. Aggrieved Employees may not opt-out of the PAGA portion of the settlement and Released PAGA Claims. Any Class Member who submits a timely and valid opt-out will only be excluded from the class portion of the settlement. Thus, if any person who submits an opt-out also qualifies as an Aggrieved Employee, that person will receive his/her share of the PAGA Penalties and will be bound by the Released PAGA Claims.

8. **Funding:** Defendants, jointly and severally, shall fund the Gross Settlement Amount under a two-part payment plan, as follows: (1) by the later of November 2, 2026, or 15 days after the Effective Date, Defendants shall fund one-half of the Gross Settlement Amount (\$390,000, subject to increase if the Escalator Clause is triggered), plus Defendants' share of payroll taxes, and (2) by the later of July 1, 2027, or 15 days after the Effective Date, Defendants shall fund the remaining one-half of the Gross Settlement Amount (\$390,000, subject to increase if the Escalator Clause is triggered), plus Defendants' share of payroll taxes.

9. **No Admissions:** Defendants' signatures on this MOU are not, and shall not be construed as an admission of liability and the signed MOU shall be inadmissible in any proceeding other than as necessary to enforce it.

10. **Next Steps:** The Parties will work together expeditiously to obtain preliminary and final approval of this settlement. Plaintiff's counsel will prepare the first draft of the long-form settlement agreement and deliver it to counsel for Defendants within 45 calendar days after the date on which this MOU is fully signed, along with a draft of the Class Notice. Defendants and their counsel will provide

Manpreet Singh and Andre Stokes v. HSD Trucking, Inc., et al.
San Bernardino County Superior Court Case No. CIVSB2403148
Memorandum of Understanding - Settlement Terms

any changes within two weeks of receipt. Plaintiff will then promptly file a motion for preliminary approval of this settlement. Class certification shall be for settlement purposes only.

11. **Enforceability as to Class Settlement:** Any provisions of California Evidence Code §§ 1115-1128 notwithstanding, this MOU is binding and, if the parties fail to prepare and/or execute a long-form settlement agreement, a court, upon motion, may enter judgment pursuant to this MOU and California Code of Civil Procedure § 664.6, and this MOU is admissible in evidence for purposes of enforcement pursuant to California Evidence Code § 1123.

12. **Confidentiality:** The Parties and attorneys will keep the settlement confidential through preliminary approval. Thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the settlement.

Dated: May 8, 2025


Manpreet Singh (May 8, 2025 08:22 PDT)
Plaintiff Manpreet Singh

Dated: See attached page.

See attached page.
Plaintiff Andre Stokes

Dated: 5-23-25


Defendant HSD Trucking, Inc.

By: PARDEEP SINGH (name)
CEO (title)

Dated: 5-23-25


Defendant Pardeep Singh

Dated: 5-23-25


Defendant Sarbjit Dhudwal

APPROVED AS TO FORM:

Dated: See attached page.

See attached page.
Lauby, Mankin & Lauby LLP
Counsel for Plaintiff

Dated: May 23, 2025


Murphy Austin Adams Schoenfeld LLP
Counsel for Defendants

Manpreet Singh and Andre Stokes v. HSD Trucking, Inc., et al.
San Bernardino County Superior Court Case No. CIVSB2403148
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Dated: See previous page.

See previous page.

Plaintiff Manpreet Singh

Dated: May 8, 2025

ANDRE Stokes

ANDRE Stokes (May 8, 2025 18:09 PDT)

Plaintiff Andre Stokes

Dated: 5-23-25



Defendant HSD Trucking, Inc.

By: PARDEEP SINGH (name)

(title)

Dated: 5-23-25



Defendant Pardeep Singh

Dated: 5-23-25



Defendant Sarbjit Dhudwal

APPROVED AS TO FORM:

Dated: May 9, 2025



Lauby, Mankin & Lauby LLP

Counsel for Plaintiff

Dated: See previous page.

See previous page.

Murphy Austin Adams Schoenfeld LLP

Counsel for Defendants

EXHIBIT “2”

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 **MPA DATE, 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 **MPA DATE, 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.

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Pay Periods during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

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 **DATE, 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 [REDACTED], 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) <u>not</u> 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 [REDACTED], 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 INSERT ADMIN NAME (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: [REDACTED], 2025 TIME: 8:30 A.M.	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. 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. \$XXXXXX 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, **INSERT ADMIN NAME** (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 “the 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 **INSERT DATE** (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 [REDACTED], 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 [REDACTED], 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 [REDACTED], 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 [REDACTED], 2025, at ____ a.m./p.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
Name Mailing Address Telephone Number	Brian Mankin, Esq. brian@LMLfirm.com Peter Carlson, Esq. peter@LMLfirm.com Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Aaron B. Silva, Esq. asilva@murphyaustin.com Matthew H. Green, Esq. mgreen@murphyaustin.com Murphy Austin Adams Schoenfeld LLP 555 Capitol Mall, Suite 850 Sacramento, CA 95814 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 DATE, 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 “3”



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

CASE ASSUMPTIONS

Class Members	500
Opt Out Rate	1%
Opt Outs Received	9
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

Requesting Attorney: Brian Mankin

Firm: Lauby, Mankin & Lauby

Contact Number: (951) 320-1444

Email: brian@lmfirm.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.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

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 downloading tax forms from PHX secure portal



PHOENIX

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 responsibility.

Estimate Total: \$8,399.40



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.

EXHIBIT “4”



January 17, 2024

Sent Via Online Filing to the LWDA

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Sent Via U.S. Mail and Certified Mail

HSD Trucking, Inc.
697 N. Palora Ave., Suite C
Yuba City, CA 95991

Pardeep Singh
697 N. Palora Ave., Suite C
Yuba City, CA 95991

Sarbjit Dhudwal
1137 Leonard Ct.
Yuba City, CA 95993

Re: PAGA Civil Penalty Claim
Manpreet Singh v. HSD Trucking, Inc., et al.

To the Labor and Workforce Development Agency, HSD Trucking, Inc., Pardeep Singh, Sarbjit Dhudwal, and all other affiliated entities and owners:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee Manpreet Singh (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against his employer(s), HSD Trucking, Inc. and/or any affiliated entities, as well as its owners/officers Pardeep Singh, Sarbjit Dhudwal, and others (the “Owners”) (collectively, the “Company”), for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.2, 226.3, 256, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, among other sections inadvertently omitted, and/or sections of the applicable Industrial Welfare Commission Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company from October 2023 to January 2024 as a truck driver. Claimant alleges that he and all truck drivers that were employed by the Company (the “Aggrieved Employees”) were subjected to the same policies, working conditions, and corresponding wage and hour violations to Claimant was subjected during his employment.

Notably, at all relevant times, Claimant and the Aggrieved Employees were only paid on a piece-rate (per-mile) basis but did not receive separate hourly compensation at no less than the minimum wage for unpaid, on-duty, time including tasks such as pre-trip and post-trip inspections, detention time, loading and unloading time, completing paperwork, refueling or repair, and downtime between runs. Also, the piece-rate compensation paid to Claimant and the Aggrieved Employees often resulted in a payment of wages at less

than the required California minimum wages for all hours worked. Furthermore, Claimant and the Aggrieved Employees were not provided proper minimum and regular wages due to Company's failure to accurately record and compensate for all hours worked. For example, Claimant and the Aggrieved Employees were often required to clock out for meal periods and/or rest breaks yet were under the Company's control and required to perform duties for the Company while off the clock. As a result of this policy and practice, Claimant and the Aggrieved Employees were required to perform off-the-clock work that the Company either knew or should have known they were performing. Also, the Company failed to pay Claimant and the Aggrieved Employees for rest and recovery periods and other nonproductive time as required by Labor Code § 226.2.

Also, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, acquiring and maintaining a smart phone and related monthly data plan to communicate with the Company.

The Company also failed to comply with the mandates of Labor Code § 204 regarding the timing of the payment of wages to its employees each period, including meal and rest period premiums, and failed to comply with the mandates of Labor Code §§ 201 – 203 regarding payment of final wages upon separation of employment. Moreover, at all relevant times, the Company provided inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

Claimant alleges that he worked under the joint direction and control of the Company and the Owners and is informed and believes that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that the Company and the Owners acted as a single employer of Claimant and the Aggrieved Employees. Furthermore, on information and belief, the Company and the Owners are an integrated enterprise and should be treated as a single employer because the Company and the Owners share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief, the Company and the Owners share common management, a centralized control of labor operations, and common ownership or financial control.

Furthermore, Claimant alleges that the Owners are now and at all material times herein mentioned was the owners/officers of the Company, and Claimant's and the Aggrieved Employees' actual employer or, in the alternative, was an individual employed by the Company as a managerial and/or supervisory employee and/or agent. In addition, Claimant alleges that at all relevant times herein the Owners had the authority, in the interest of the Company to exercise independent judgment to hire, transfer, promote, discharge, assign, discipline, or take other similar actions against Claimant and the Aggrieved Employees, and were in Claimant's chain of command at the time of and direct participants in the wrongful conduct which constitutes the basis of Claimant's complaint herein. Claimant also alleges that the Company and the Owners are the agents, servants, employees, partners, affiliates, and/or representatives of each other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in conducting themselves in the manner described herein, the Company and the Owners were acting in active concert with on another such that the acts of each were fully attributable to the other in all material respects.

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Claimant also alleges that the Company was merely the alter ego of the Owners in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and the Owners exercised undue dominance, control, influence, and management over the Company. Claimant further alleges that, at all relevant times, the Company has been inadequately capitalized to conduct its business, has failed to follow appropriate corporate formalities, and has simply been a shell and instrumentality through which the Owners have conducted their personal affairs. Accordingly, the corporate veil should be pierced, and any liability attached to the Company should be imposed jointly and severally against the Owners. Adherence to the fiction of the separate existence of the corporate entity of the Company would permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice.

Also, in a separate, but not necessarily mutually exclusive, alternative theory of liability, Owners are liable for PAGA civil penalties under Labor Code § 558 as “other person(s)” who caused the violations regarding minimum wage among other claims. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 (“if there is evidence and a finding that a party other than the employer ‘violates, or causes to be violated’ the overtime laws (§ 558(a)) or ‘pays or causes to be paid to any employee’ less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer”); *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (holding the same)

Based on Claimant’s own personal observations, all Aggrieved Employees employed or formerly employed by the Company are entitled to similar wage and hour claims, as further set forth below.

PAGA ASSESSMENT FOR FAILURE TO PAY WAGES

(Labor Code §§ 204, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

During their employment, Claimant and the Aggrieved Employees were paid on a piece-rate basis and did not receive separate hourly compensation at no less than the minimum wage for unpaid, on-duty, time including tasks such as mandatory paid rest breaks, pre-trip and post-trip inspections, detention time, loading and unloading time, completing paperwork, refueling or repair, and downtime between runs. Additionally, the piece-rate compensation paid to Claimant and the Aggrieved Employees often resulted in a payment of wages at less than the required California minimum wages for all hours worked. Therefore, this resulted in earned, but unpaid, minimum and regular wages due and owing to Claimant and the Aggrieved Employees. Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum and regular wages in violation of the Labor Code and/or the IWC Wage Orders.

PAGA ASSESSMENT FOR FAILURE TO PROVIDE SEPARATE PAYMENT FOR REST AND RECOVERY PERIODS AND OTHER NONPRODUCTIVE TIME

(Labor Code § 226.2)

Labor Code § 226.2 requires employers that pay their employees on a piece-rate basis to provide separate payment for rest and recovery periods and other nonproductive time. Claimant and the Aggrieved Employees are and/or were employees of the Company who were paid on a piece-rate basis, yet the Company did not comply with the requirements of Labor Code § 226.2 for its piece-rate employees. As a result of these violations, penalties may be assessed pursuant to Labor Code § 2699, among possibly other sections.

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PAGA ASSESSMENT FOR UNLAWFUL DEDUCTION OF WAGES

(Labor Code §§ 200, 221, 223)

California Labor Code § 200 defines wages to include “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.” California Labor Code § 221 states that “[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Labor Code § 221 reflects “‘California's strong public policy favoring the protection of employees' wages.’” *Sciborski v. Pacific Bell Directory* (2012) 205 Cal.App.4th 1152, 1166, quoting *Harris v. Investor's Business Daily, Inc.* (2006) 138 Cal.App.4th 28, 40–41. Furthermore, Labor Code § 219 states that the protections of Labor Code § 221 cannot “be contravened or set aside by a private agreement.” Therefore, the rights under Labor Code § 221 are nonnegotiable and cannot be waived by the parties. See *Sciborski, supra* at 1166. Also, under Labor Code §§ 219 and 221, an employer may not “require its employees to consent to unlawful deductions from their wages.” *Hudgins v. Neiman Marcus Group, Inc.* (1995) 34 Cal.App.4th 1109, 1124.

Here, the Company had a policy of unlawfully deducting amounts from the wages of the Aggrieved Employees, including Claimant. Accordingly, Labor Code §§ 210, 225.5, 558, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it engaged in the unlawful deduction of wages.

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” IWC Wage Order § 9(b) states “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer.”

Here, the Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. For example, the Company required Claimant and the Aggrieved Employees to acquire and maintain a smart phone and related monthly data plan in order to log into an application that tracks mileage and GPS during the routes assigned to them by the Company. Additionally, the Company required Claimant and the Aggrieved Employees to incur costs and expenses related to tolls and gas, without reimbursement. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802. Furthermore, Labor Code § 2802(b) states that “[a]ll awards made by a Court for reimbursement of necessary expenditures” shall carry interest, at the same rate as judgments in civil actions, and said interest will accrue from the date on which the employee incurred the necessary expenditure or loss including, but not limited to, reasonable costs and attorney’s fees incurred by the employee enforcing his rights granted pursuant to Labor Code § 2802.

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**PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING
EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW**

(Labor Code §§ 204, 204.1, 208, 256 and 2699)

Labor Code § 204(a) states that all wages earned by a person are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states “[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”

Here, the Company failed to timely pay all wages due and owing each period, including, but not limited to, all wages and wage premiums. As a result, penalties may be assessed pursuant to Labor Code §§ 203, 210, 256, and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Labor Code § 203(a) states “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

As discussed above, the Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment due to the violations discussed above. Furthermore, Claimant did not receive his final pay within the time required by Labor Code §§ 201 – 202. As a result, all such Aggrieved Employees are entitled to the “waiting time penalty.” (Labor Code §§ 203, 256.) Labor Code § 2699 also imposes a penalty.

**PAGA ASSESSMENT FOR
FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions, net wages earned, the inclusive dates of the pay period, the employee’s name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer,

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and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Furthermore, Labor Code § 226.2(a) states “[f]or employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period [and] (B) [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross wages paid for that time during the pay period.”

Here, the Company failed to provide accurate itemized wage statements due to violations including: failure to accurately state total hours worked on the Aggrieved Employees’ wage statements; name and address of the legal entity that is the employer; failure to accurately state the number of piece-rate units earned by the Aggrieved Employees and any applicable piece-rate; failure to accurately state gross wages earned; failure to accurately state all deductions; failure to accurately state net wages earned; failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; failure to state the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period; and failure to state the total hours of other nonproductive time, [...] the rate of compensation, and the gross wages paid for that time during the pay period. Accordingly, Claimant and the Aggrieved Employees are entitled to damages under Labor Code § 226(e), including reasonable attorneys’ fees. Labor Code §§ 226.3 and 2699 also impose a civil penalty and/or assessment for these violations.

PAGA ASSESSMENT FOR VIOLATION OF IWC WAGE ORDER

(Labor Code § 1174; IWC Wage Order § 6(A); IWC Wage Order § 7(A))

Labor Code § 1174 and the relevant IWC Wage Order required the Company to accurately record and maintain “each employee’s “[t]ime records showing when the employee begins and ends each work period,” the time that each meal period began and ended, daily hours worked, and total hours worked in the payroll period. The Company failed to comply with these requirements, triggering civil penalties under §§ 1174.5 and/or 2699 each period.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199

(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company’s violations described herein, the Company is subject to the civil penalties in accordance with Labor Code § 2699.

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ATTORNEYS' FEES, INTEREST, AND PENALTIES

(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees.

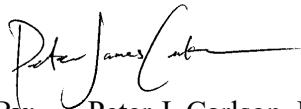
Additionally, Claimant seeks attorney's fees pursuant to *C.C.P.* § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with *C.C.P.* § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, the Company may be liable for penalties, including unpaid wages under Labor Code § 558, related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to his employment and/or other employees of the Company, he reserves the right to add new claims by amending this claim letter.

Should you have any questions, please feel free to give me a call. In the meantime, I look forward to your response.

Very Truly Yours,



By: Peter J. Carlson, Esq.

E-mail: peter@lmlfirm.com

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EXHIBIT “5”