

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

STEVEN PORTER, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

JOHN CHRISTNER TRUCKING, LLC, an
Oklahoma Limited Liability Company;
HIRSCHBACH, INC., an Indiana
Corporation; HIRSCHBACH MOTOR
LINES, INC., an Iowa Corporation; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2406864
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

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

Hearing

Date: March 12, 2026

Time: 8:30 a.m.

Dept.: 1

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 close to 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 in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). At one point, my team and I held the record for the largest known
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 class and PAGA cases against Fortune 100 companies. I was
21 lead counsel in a PAGA case that my firm tried to the bench in the Orange County Superior
22 Court and received a \$425,000 judgment. I was co-counsel in a class action case against
23 Walmart that was tried to the jury in District Court for the Central District, wherein the jury
24 awarded Plaintiffs over \$6 million. Following the successful outcome in trial, both cases were
25 appealed.

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 6 consecutive years, I have

1 been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that only
2 5% of lawyers receive.

3 **BRIEF SUMMARY OF THE SETTLEMENT**

4 7. Following mediation and subsequent negotiations, Plaintiffs and Defendants
5 (collectively, the “Parties”) eventually entered into a Class Action and PAGA Settlement
6 Agreement resolving the wage and hour claims of the putative class (the “Settlement
7 Agreement” or “S.A.”), a true and correct copy of which is attached hereto as **Exhibit A**.

8 8. The Settlement Agreement seeks to release and discharge Defendants from the
9 claims brought against it in exchange for Defendants’ agreement to pay \$1,2000,000 on a non-
10 reversionary, non-claims made basis (each Class Member will receive his/her share of the Net
11 Settlement Amount without having to submit a claim form or take any action, except for those
12 who opt-out).

13 9. Plaintiffs seek to represent the following Class and Subclass:

14 a. The Class is defined as follows: “all members of the Contractor
15 Subclass and the Employee Subclass.” (S.A. ¶ I(3)).

16 b. The “Contractor Subclass”: “all current and former California
17 resident truck drivers who, on behalf of themselves or a business, entered into a written contract
18 to provide equipment and delivery services as independent contracts for any of the Defendants,
19 and performed services for any of the Defendants in the State of California at any time during the
20 Contractor Subclass Period.” (S.A. ¶ I(10)). And the “Contractor Subclass Period” is defined as
21 “the period of September 30, 2020 through the earlier of the Preliminary Approval Date or 120
22 days following the date this Agreement is fully executed by the Parties.” (S.A. ¶ I(11)).

23 c. The “Employee Subclass”: “all current and former California
24 resident truck drivers employed by any of the Defendants who drove in California at any time
25 during the Employee Subclass Period.” (S.A. ¶ I(16)). And the “Employee Subclass Period” is
26 defined as “the period of March 11, 2020 through the earlier of the Preliminary Approval Date or
27 120 days following the date this Agreement is fully executed by the Parties.” (S.A. ¶ I(17)).
28

10. Under the terms of the Settlement Agreement, Defendants will not oppose Plaintiffs' Counsel's application for a reasonable award of attorneys' fees not to exceed one-third of the Settlement Amount, litigation expenses not to exceed \$30,000, Settlement Administrator Costs of \$9,500, PAGA penalties of \$40,000 (with 75% to the LWDA and 25% to the PAGA Group Members on a pro rata basis), and Service Payments totaling \$50,000 to the seven Plaintiffs. After subtracting these deductions from the Settlement Amount, approximately \$670,500 will be available to pay individual settlement amounts to approximately 338 Class Members who do not opt-out of the settlement, as follows:

<i>Settlement Amount</i>	\$ 1,200,000.00
Attorneys' Fees (1/3)	\$ 400,000.00
Litigation Costs (not to exceed)	\$ 30,000.00
Administrator Costs	\$ 9,500.00
PAGA Penalties	\$ 40,000.00
Class Representative Service Awards	\$ 50,000.00
<i>Net Settlement Amount</i>	\$ 670,500.00

11. Assuming 338 total Class Members, the average payment will be approximately \$1,983.73 (\$670,500 / 338). However, the actual payments will be calculated based on each individual's Qualifying Class Workweeks and a Share Point system, described in detail below. And each Class Member will receive the Class Notice, explaining the nature of the case, and the process for participating, objecting and opting-out, and advising of his/her estimated settlement payment and the number of Qualifying Workweeks and Share Points he/she is credited with working during the applicable periods. True and correct copies of the Class Notice, Request for Exclusion Form, and Objection Form are attached hereto as **Exhibits B, C, and D** respectively.

PROCEDURAL BACKGROUND

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

1 13. On March 11, 2024, Plaintiff Stokes filed a putative class action against
2 Defendants in San Bernardino County Superior Court, Case No. CIVSB2402376 and later filed
3 an amended complaint adding PAGA claims (the “*Stokes* Action”). Then, on September 9, 2024,
4 Defendants removed the *Stokes* Action to the United States District Court, Central District of
5 California, Case No. 5:24-cv-01921-KK-SP.

6 14. On September 30, 2024, Plaintiffs Gasser and Porter filed a putative class action
7 against Defendants in Riverside County Superior Court, Case No. CVRI2405581 (the “*Gasser*
8 Action”). On March 7, 2025, Defendants removed the *Gasser* Action to the United States
9 District Court, Central District of California, Case No. 5:25-cv-00619-JGB-SP.

10 15. On December 6, 2024, Plaintiff Porter filed this Action on a PAGA-only basis
11 against Defendants (the “*Porter* Action”).

12 16. Plaintiffs Stokes and Porter also submitted letters to the Labor and Workforce
13 Development Agency (“LWDA”) for civil penalties under the Private Attorneys General Act of
14 2004 (“PAGA”). The LWDA ultimately declined to assert jurisdiction over the PAGA claims,
15 thereby giving Plaintiffs the right to bring PAGA claims. True and correct copies of the LWDA
16 Notice Letters are attached hereto as **Exhibit E**.

17 17. Ultimately, after discovery and discussions among counsel, the Parties agreed to
18 attend mediation covering all three cases filed against Defendants, *i.e.*, the *Stokes* Action, *Gasser*
19 Action, and *Porter* Action (the “Actions”). In preparation for mediation, the Parties informally
20 exchanged documents and information that allowed both sides to calculate the potential damages
21 and evaluate potential risk, including policies and procedures pertaining to the claims, statistics
22 relating to the number of Class Members, number of workweeks and other relevant metrics, and
23 a robust sampling of timekeeping and payroll for the Class. This information enabled both
24 parties to take a deep dive into the claims. Additionally, during this process, Plaintiffs and their
25 counsel analyzed, researched, and investigated the potential issues, including matters related to
26 the calculation of damages, trial, and appellate issues and risks.

27 18. On October 14, 2025, the Parties attended private mediation with Stehpanie
28 Chow, Esq., a well-respected mediator. After arms-length negotiations, the mediation resulted in

1 an agreement to globally resolve all claims pending in the Actions. To that end, the Parties
2 agreed that Plaintiff Porter would file an amended complaint in this action, adding all
3 parties/claims present in the *Stokes* and *Gasser* Actions, and to also add Plaintiffs Baldwin,
4 Lewis, Reyes, and Romero – each of which were essential to the success of the mediation. The
5 Parties filed a Stipulation to Allow Plaintiff to file the FAC on February 11, 2026, but the Court
6 has not yet signed the Stipulation. Assuming the Stipulation is signed before the hearing on this
7 Motion, Plaintiffs will promptly file the FAC so all parties/claims are in the operative pleading
8 for this action before the Court’s ruling on preliminary approval.

9 **SUMMARY OF THE CLAIMS AND DEFENSES**

10 19. Plaintiffs alleged numerous wage and hour violations on behalf of the Class.
11 However, Defendants vigorously contested and denied each of Plaintiffs’ material allegations on
12 the merits and as to the propriety of a class action or PAGA representative action. Still, Plaintiffs
13 believed there were several strong claims.

14 20. For instance, Plaintiffs alleged that Defendants classified the Contractor Subclass
15 as independent contractors despite that, under applicable standards of California law, these
16 workers should have been classified as employees. However, Defendants vehemently denied
17 liability for misclassification and argued that the Contractor Subclass were, at all times, properly
18 classified as independent contractors.

19 21. Plaintiffs also argued that Defendants violated California law due to a piece-rate
20 pay plan (either “per-mile” or “per-day”) that subjected the Class Members to recurring unpaid
21 wages for non-driving tasks like pre-trip inspections, refueling, detention time, and completing
22 paperwork. But Defendants raised strong challenges and defenses to this claim, including that:
23 (1) at the class certification stage, this claim would fail as it requires the prototypical
24 “individualized issues” for which certification must be denied, and (2) on the merits, this claim
25 fails because Defendants properly and contractually defined the scope of their piece-rate
26 compensation system in line with *Ayala v. U.S. Xpress Enters., Inc.* (9th Cir. 2021) 851
27 Fed.Appx. 53, 54 and *Oman v. Delta Air Lines, Inc.* (2020) 9 Cal.5th 762, 782.

28 22. Plaintiffs further alleged other claims (which Defendants disputed), such as the

1 failure to reimburse business expenses, failure to timely pay wages each period and upon
2 separation of employment and failure to provide accurate itemized wage statements.

3 23. Finally, Defendants raised several strong “threshold” defenses that they claimed
4 could, on a wholesale basis, either defeat or greatly limit Plaintiffs’ claims. For instance,
5 Defendants argued that the Class Members primarily worked out of California and, as such,
6 California law would not apply if it was shown that a driver’s “principal place of work” was
7 *outside* California. Additionally, Defendants argued that a high percentage of the Class
8 Members signed documents with either a forum selection clause or class action waiver.

9 24. Despite the disputed nature of the claims, the Parties concluded that further
10 litigation of the Action would be protracted and expensive, and that it is desirable that the Action
11 be fully and finally settled to limit further risk, expense, and protracted litigation.

12 CMO COMPLIANCE

13 25. In accordance with CMO ¶ G, this section will specifically identify and address
14 each CMO requirement. This information was compiled with the assistance of Peter Carlson,
15 who was responsible for preparing the pre-mediation data and calculations, and primarily
16 assisted in the preparation of the *Kullar* analysis. As such, the following is based largely on
17 information and belief, as it was largely prepared with Mr. Carlson’s assistance (but I reviewed
18 all of the information).

19 CMO ¶ G(3)(a)(i)

20 26. Based on information obtained in discovery and through informal discovery
21 before mediation, we estimate that there will be approximately 338 individuals that fall within
22 the Class definition and 200 of those individuals are also PAGA Group Members.

23 CMO ¶ G(3)(a)(ii), CMO ¶ G(3)(a)(iii), CMO ¶ G(9)(b)

24 27. The following paragraphs provide the maximum and risk-adjusted value for each
25 claim, and this includes all claims on a class and PAGA basis as required by the CMO.

26 28. The calculations below are based upon data points obtained through formal and
27 informal discovery, from which Plaintiff’s counsel estimated the following through the date of
28 settlement: (1) 338 Class Members, (2) 300 *former* Class Members for purposes of Labor Code §

203, (3) 10,732 workweeks with California drivetime, (4) 45,424 shifts worked, and (4) approximately 6,663 wage statements during the PAGA Period.

Willful Misclassification

29. Plaintiffs' claim for "willful misclassification" arise from the allegation that Defendants classified the Contractor Subclass as independent contractors despite that, under applicable California law, they should have been classified as employees.

30. However, Defendants raised several defenses to this claim, including that they satisfied the ABC Test of Labor Code § 2775 or, alternatively, that the Contractor Subclass was subject to the "business-to-business" exception to the ABC Test found at Labor Code § 2776. And, of course, Defendants raised the same merits and threshold arguments discussed above.

31. CMO ¶ G(3)(a)(ii) and CMO ¶ G(3)(a)(iii): These sections do not apply because there is no private right of action for "willful misclassification" claims under Labor Code § 226.8 and, thus, no valuation on a class action basis. Instead, this claim is pursued on a PAGA basis (the remedy for a violation is enforceable either through PAGA or the Labor Commissioner);

32. CMO ¶ G(9)(b): as for the PAGA penalty claims on these issues, Plaintiffs calculated that the maximum possible penalty was \$2,500,000 based on the maximum penalty of \$25,000 under Labor Code § 226.8 multiplied by the 100 misclassified Contractor Subclass members in the PAGA Period. We then considered the risks, Defendants' strong defenses, and further recognized that there were certain factors that would reduce the possible value at trial and result in a discretionary reduction from the maximum PAGA penalties. As a result, we calculated a PAGA risk-adjusted value of \$500,000 for the willful misclassification claims.

Unpaid Wage Claims

33. Plaintiffs' unpaid wage claims were based on the allegation that Defendants paid Plaintiffs and the Class Members under a piece-rate pay plan (either "per-mile" or "per-day") that subjected the Class Members to recurring unpaid wages for non-driving tasks like pre-trip inspections, refueling, detention time, and completing paperwork.

34. But Defendants raised strong challenges and defenses to this claim, including that: (1) at the class certification stage, this claim would fail as it requires the prototypical

1 “individualized issues” for which certification must be denied, and (2) on the merits, this claim
2 fails because Defendants properly and contractually defined the scope of their piece-rate
3 compensation system in line with *Ayala v. U.S. Xpress Enters., Inc.* (9th Cir. 2021) 851
4 Fed.Appx. 53, 54 and *Oman v. Delta Air Lines, Inc.* (2020) 9 Cal.5th 762, 782.

5 35. CMO ¶ G(3)(a)(ii): Based on the pre-mediation sampling and an analysis of
6 relevant data, we calculated the maximum potential damages for the unpaid wage claims as
7 \$5,102,000, and this includes the related claim for failure to pay nonproductive time under Labor
8 Code § 226.2.

9 36. CMO ¶ G(3)(a)(iii): in analyzing the risk-adjusted value of these unpaid wage
10 claims, we considered the strength of the claims, Defendants’ various defenses as to threshold
11 issues, class certification, and on the merits, and also by analyzing evidentiary issues and
12 burdens of proof. As a result, we calculated the risk-adjusted value of the unpaid wage claims as
13 \$1,020,400.

14 37. CMO ¶ G(9)(b): as for the PAGA penalty claims on these issues, Plaintiffs
15 calculated that these violations occurred in 100% of pay periods, meaning that there were a total
16 of 6,663 allegedly violative PAGA periods. As such, we estimated the maximum potential
17 PAGA penalty as \$666,300. We then applied a merits risk, similar to the above, and further
18 recognized that there were certain factors that reduce the possible value at trial. Specifically,
19 when considering the amount of discretionary reduction to apply against the maximum penalties,
20 we believe the Court would consider that: (a) if this claim succeeded, the Class would already be
21 receiving compensation for the same violations [and would thus apply a smaller penalty because
22 otherwise it is a double penalty], and (b) there were several “good faith” defenses. As a result,
23 we calculated a PAGA risk-adjusted value of \$50,000 for these unpaid wage claims.

24 ***Business Expense Claims***

25 38. Plaintiffs alleged that they and the Class Members often had to incur substantial
26 recurring expenses without reimbursement, including use of personal cell phones to perform their
27 work for Defendants, along with lease payments, fuel expenses, maintenance expenses, etc.

28 39. CMO ¶ G(3)(a)(ii): Plaintiffs valued this claim at an estimated \$5,290,000.

violations cannot trigger liability under § 226 and, even if there was a “technical” violation, Plaintiffs could not prove the required “knowing and intentional” and “injury” elements.

45. CMO ¶ G(9)(b): as for the PAGA penalty claims on these issues, Plaintiffs calculated the maximum potential PAGA penalty at trial as \$666,300 for wage statement claims based on a 100% violation rate for the 6,663 wage statements issued during the period multiplied by \$100. However, like above, the risk-adjusted value must consider the difference between the direct and derivative claims. Thus, we applied the same merits risk and, even though there is no requirement for “knowing and intentional” under PAGA, we assumed that the Court would apply a substantial discretionary reduction of based on Defendants’ likely argument (if liability was found) that they were already liable for damages to the Class and for PAGA penalties for the overarching violations that triggered the derivative wage statement violations. Thus, the total risk-adjusted PAGA penalties for wage statement violations are \$30,000.

Waiting Time Penalty Claims

46. Plaintiffs’ claim for failure to timely pay final wages (and for waiting time penalties under Labor Code § 203) was entirely derivative of the claims above (*e.g.*, because Defendants failed to pay all wages owed, Defendants did not timely pay all final wages owed because there are still amounts due and payable).

47. CMO ¶ G(3)(a)(ii): we calculated the maximum potential value of this claim as \$3,367,750, with the waiting time penalties calculated based on 300 *former* employees multiplied by their daily rate of pay multiplied by 30.

48. CMO ¶ G(3)(a)(iii): we calculated the risk-adjusted value of the waiting time penalty claim as \$942,970. The valuation had to account for the fact that this claim was derivative of the unpaid wage claims and, if those claims failed at certification or on the merits, there would be no waiting time penalties owed, so the same risks for those claims applied to this claim. Furthermore, Plaintiffs would have to prove that the violations (if any existed) were “willful” under the meaning of Labor Code § 203. And, here, Defendants argued there was no “willful” violation since they believed their wage policies complied with California law, which leads to a “good faith” defense that prevents imposition of the waiting time penalties.

49. CMO ¶ G(9)(b): as for the PAGA claims, Plaintiffs calculated the maximum potential PAGA penalty at trial as \$15,000 based on 150 violations multiplied by \$100. But we had to incorporate the same risks as above and also assumed that, given Defendants' good faith attempts at compliance with California law, that the Court would also apply a discretionary reduction in PAGA penalties, setting the risk-adjusted PAGA value as \$3,750.

Failure to Timely Pay Wages Each Period

50. This claim is pursued on a PAGA basis (the remedy for a violation is enforceable either through PAGA or the Labor Commissioner); thus, the analysis here focuses on PAGA.

51. CMO ¶ G(9)(b): Plaintiffs calculated the maximum potential PAGA penalty as \$666,300 for Labor Code § 204 claims. This claim is based on the allegation that Defendants did not pay all wages timely each period, which violated Labor Code § 204. However, these claims were entirely derivative of the claims above, and only had merit if the claims for unpaid wages were successful. As such, we applied a risk on the merits to align with the merits risk of the claims above and assumed the Court would apply a discretionary reduction since these are "derivative" and Defendant was already liable for damages to the Class and for PAGA penalties for the overarching violations. Thus, the risk-adjusted PAGA penalties under § 204 are \$10,000.

Collective Maximum and Risk-Adjusted Class Damages/Penalties and PAGA Penalties

CMO ¶¶ G(3)(a)(ii)(C), CMO G(3)(a)(iii)(C), and CMO ¶ G(9)(b)(iii and iv)

52. The table below provides the total sums (for all claims) of the maximum and risk-adjusted class damages and penalties and the total maximum and risk-adjusted PAGA penalties.

Claim	Class Values		PAGA Values	
	Maximum	Risk-Adjusted	Maximum	Risk-Adjusted
Willful Misclassification	n/a	n/a	\$2,500,000	\$500,000
Unpaid Wages	\$5,102,000	\$1,020,400	\$666,300	\$50,000
Business Expenses	\$5,290,000	\$650,000	\$402,600	\$20,000
Wage Statement	\$657,900	\$263,160	\$666,300	\$30,000
Waiting Time Penalties	\$3,367,750	\$942,970	\$15,000	\$3,750
Labor Code § 204	n/a	n/a	\$666,300	\$10,000
Totals	\$14,417,650	\$2,876,530	\$4,916,500	\$613,750

1 CMO ¶ G(3)(a)(iv)

2 53. Based on an assumed Net Settlement Amount of \$370,500, and an estimated 338
3 Class Members, the average payment will be \$1,983.73. However, the actual amounts payable
4 to the Class will be based on a “Share Point” system and each individual’s Qualifying Class
5 Workweeks. Additionally, certain members of the Contractor Subclass are entitled to a share of
6 the \$120,000 “Lost Equity Fund.” While we cannot generate an exact “range of recoveries”
7 right now since the Settlement Data will not be provided to CPT Group until after Preliminary
8 Approval, we can provide reasonable estimates of the high and low payments as follows.

9 54. After subtracting the \$120,000 Lost Equity Fund from the Net Settlement
10 Amount, that leaves \$550,500 available for pro-rata distribution to the Class on a Share Point
11 basis. And the Share Point system allocates 3 Share Points for each Qualifying Contractor
12 Subclass Workweek and 1 Share Point for each Qualifying Employee Subclass Workweek.
13 Based on current data, and using this formula, we believe there will be approximately 42,000
14 Share Points, setting the “Share Point Rate” (the amount paid for each Share Point) as \$13.11.
15 Thus, on the low end: (A) a member of the Employee Subclass that worked only a single week
16 would receive \$13.11, and (B) a member of the Contractor Subclass that worked only a single
17 week (at a 3x multiplier) would receive \$39.33. And, at the high end: (A) a member of the
18 Employee Subclass that worked for the entire Employee Subclass Period (313 calendar weeks)
19 would receive \$4,103.43, and (B) a member of the Contractor Subclass that worked for the entire
20 Contractor Subclass Period (284 calendar weeks) would receive \$11,169.72. Additionally, if a
21 member of the Contractor Subclass is eligible to receive a share of the Lost Equity Fund, we
22 estimate that it could increase the payments by \$5,000 or more.

23 55. Given that these are only preliminary estimates, the Settlement Administrator will
24 fill in the average, high, and low payments in the Class Notice (if necessary) after Preliminary
25 Approval and after calculating those figures from the Settlement Data.

26 CMO ¶ G(3)(a)(v)

27 56. From the data and analysis conducted prior to mediation, derived through both
28 formal and informal discovery, we estimate the following recoveries by the PAGA Group

Members. First, given that we estimate 200 PAGA Group Members, those individuals will receive an estimated average share of \$50 (\$10,000 / 200). Then, based on an estimated 6,663 weeks during the PAGA Period, we estimate the value of each PAGA Workweek as \$1.50 (\$10,000 / 6,663); if PAGA Group Member worked only 2 weeks in the PAGA Period, the low payment would be \$3.00 and, if a PAGA Group Member worked the maximum periods during the PAGA Period (157), then the maximum PAGA payment will be \$235.50.

CMO ¶ G(3)(a)(vi)

57. My office conducted substantial informal discovery to investigate the size of the class and strength of the claims. Specifically, in preparation for mediation, we demanded and received informal discovery, including documents and information that allowed us calculate the potential damages and evaluate potential risk, including policies and procedures pertaining to the claims, statistics relating to the number of current and former employees, number of shifts, pay periods worked and other things, and a sampling of payroll and time records for Class Members.

CMO ¶ G(3)(a)(vii)

58. I am not aware of any other class, representative, or collective action in this or any other court that asserts claims similar to those asserted in this action or behalf of a class or group of individuals, some or all of whom would also be members of this Class. I have also made reasonable inquiry of other members of my firm and none of the other attorneys are aware of any such similar actions.

CMO ¶ G(3)(c)(i)

59. The Court, at CMO ¶ G(C)(i), states that it “believes that redistribution of the value of uncashed settlement check(s) to those class members who have cashed their checks will better serve the public interest and the interest of the class than distribution in the manner otherwise prescribed by [CCP § 384(b)]” (*i.e.*, payments to a *cy pres*).

60. Here, the Parties are not sending the value of uncashed checks to a *cy pres*. Instead, any uncashed checks will be sent to the California State Controller in the name of the Class Member (or PAGA Group Member). Thus, those funds are – and always will be – paid to and available for collection by the Class Member (or PAGA Group Member) at any point in the

1 future. This does not fall under the umbrella of CCP § 384(b), as that section only relates to
2 payment of residue to “nonprofit organizations or foundations to support projects that will
3 benefit the class or similarly situated persons, or that promote the law consistent with the
4 objectives and purposes of the underlying cause of action, to child advocacy programs, or to
5 nonprofit organizations providing civil legal services to the indigent.”

6 61. I do not believe there is a need for the Parties to “explain[] the factual basis for
7 the disagreement” with the Court’s proposed method of redistributing funds, because the Court’s
8 proposal is, by its plain language, only applicable in lieu of a *cy pres* (not where the uncashed
9 funds are still paid to the Class Member, essentially held in trust by the State Controller).

10 62. However, in an abundance of caution and to prevent a delay, I want to explain
11 why we do not want to redistribute uncashed checks to class members that did cash checks.

12 63. First, the process to carry out the Court’s proposed redistribution is not as simple
13 as it sounds. Under the CMO’s proposed method, after 180 days have passed, the uncashed
14 funds would be redistributed to Class Members that cashed their checks. That step, on a
15 standalone basis, is not concerning. However, that is nowhere near the end of the process.
16 Indeed, after the second checks are issued, there will be another batch of checks that go
17 uncashed, as there always are in these class actions. What, then, happens to the funds from the
18 uncashed second checks? Are those amounts redistributed again? And to whom? Should the
19 third round of checks only go to those who cashed the first and second checks? Regardless of
20 the answer to these questions, the problem will continue because some of the third checks will
21 likely go uncashed as well, meaning that this process can repeat over and over – each time with a
22 180-day check cashing period.

23 64. Second, the Court’s proposal to redistribute uncashed checks to class members is
24 also problematic because it will greatly increase the cost of settlement administration. After all,
25 the administrator will have to keep banking and taxing accounts open for a much longer period,
26 possibly for multiple years, and will have to issue multiple tax forms with each new payment.
27 But how much extra will the Administrator charge to be exact? And how many additional
28 checks will be mailed a second and third time? How will this be priced? And once the court has

1 approved a specific amount of money for the Settlement Administrator, who will pay for the
2 increased costs, and who will be responsible for ensuring that the increased costs are fair,
3 reasonable and adequate - because after all, this entire process is occurring after the Court has
4 entered judgment.

5 CMO ¶ G(3)(d)

6 65. In accordance with CMO ¶ G(3)(d), we requested bids from four different
7 settlement administrators, which resulted in the following bids: CPT Group (\$9,500), Xpand
8 (\$7,000), Phoenix (\$8,000) and ILYM (\$6,950). Although CPT Group was not the lowest bid,
9 the Parties selected CPT because of their prior track record and ability to manage complex
10 settlement and distribution schemes such as this one. The concurrently filed Declaration of CPT
11 Group covers the other information required in CMO ¶ G(3)(d)(ii).

12 CMO ¶ G(9)(b)

13 66. The paragraphs above provide the information requested in CMO ¶ G(9)(b)(i-iv);
14 this section addresses the remaining requests under CMO ¶ G(9)(b)(v-viii).

15 67. CMO ¶ G(9)(b)(v): I'd first like to point out that a finding of "knowing and
16 intentional" is not necessary under claims for PAGA penalties; that is a required element of wage
17 statement violations (on a class, not PAGA, basis) under Labor Code § 226(e). However, with
18 that said, we believe there is an argument that Defendants' unpaid wage claims would not be
19 found "knowing and intentional" (for purposes of Labor Code § 203, for instance). Additionally,
20 we believed that Defendant had a good argument that the derivative wage statement violations
21 were not "knowing and intentional."

22 68. CMO ¶ G(9)(b)(vi): If this action proceeded to trial, Defendants would have
23 argued for a discretionary reduction in PAGA penalties because the assessment of significant
24 PAGA penalties would be "unjust, arbitrary and oppressive, or confiscatory" in light of "the facts
25 and circumstances of [this] case." *See* Labor Code § 2699(h). Defendants' reliance on several
26 Labor Code exemptions presents a "mistake of law" fact pattern, and similar cases have applied
27 large reductions in PAGA penalties in such situations. *See, e.g., Cotter v. Lyft, Inc.* (N.D. Cal.
28 2016) 193 F.Supp.3d 1030, 1037 (97.5% reduction in PAGA penalties "appropriate" based on

1 the “unjust, arbitrary and oppressive, or confiscatory” factors because (i) the employer did not
2 “deliberately evad[e] a clear obligation to provide legally required pay and benefits to
3 employees,” (ii) the employer did not “negligently fail to learn about its obligations under the
4 wage and hour laws,” and (iii) the employer’s obligations were “genuinely unclear” because
5 “there is no straight answer to the question”).

6 69. CMO ¶ G(9)(b)(vii): The parties only reached settlement and the agreed-upon
7 PAGA penalties after extensive informal discovery and arms-length negotiation between the
8 parties and through an experienced mediator. Notably, Defendants raised many defenses which,
9 if accepted by the Court, could result in a significant reduction of penalties, or the elimination of
10 penalties altogether through dispositive motions. As such, an assessment of penalties greater
11 than those agreed-upon would be unjust at this stage because this settlement reflects an informed,
12 fundamentally fair, and reasonable settlement of the PAGA claims herein based on the unique
13 facts, defenses, and risks in this case.

14 70. CMO ¶ G(9)(b)(viii): the sections above show that the amount of the agreed-upon
15 penalties is fair.

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

17 71. The settlement was the product of extensive arm’s length negotiations, facilitated
18 by an experienced mediator and then continuing with ongoing negotiations for many months
19 after mediation. Though cordial and professional, the settlement negotiations were adversarial
20 and non-collusive in nature. The settlement reached is the product of substantial effort by the
21 parties and their counsel. Although we believed that there was a possibility of certifying the
22 claims, we recognized the potential risk, expense, and complexity posed by litigation, such as
23 unfavorable decisions on class certification, summary judgment, at trial and/or on the damages
24 awarded, and/or on an appeal that can take several more years to litigate.

25 72. The settlement will result in a fair payment to each class member based on the
26 number of weeks worked. Plaintiffs and my firm have diligently investigated the claims and
27 defenses on behalf of the Class Members and worked to achieve a resolution of the claims to
28 maximize the recovery by avoiding further expenditure of attorneys’ fees and costs. After

1 evaluating the significant risks attendant with further litigation described above and weighing
2 them against the benefits of a known compromise and settlement as set forth in the Settlement
3 Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiffs
4 and the Class, and is a fair and reasonable resolution of the claims alleged.

5 73. My firm brought to bear a great deal of experience in negotiating the settlement of
6 this case. We engaged in the necessary discovery and investigation, making it possible to
7 exercise informed judgment throughout the settlement process, including significant document
8 review (*e.g.*, documents pertaining to Defendants' policies and procedures, personnel documents,
9 among others), and conducted an extensive analysis of the detailed class-wide data provided by
10 Defendants.

11 74. Based on my experience in other cases, including wage and hour matters, I
12 believe I am qualified to evaluate the class claims and viability of defenses in this class action.
13 In this case, the recovery for each class member is reasonable, fair, and adequate, and this
14 settlement is in the best interests of the class. The settlement provides each class member with
15 compensation for the alleged violations when viewed in relation to the costs and risks inherent in
16 obtaining class certification and proceeding to trial.

17 75. My firm, as well as defense counsel, fully endorse the terms and conditions of the
18 settlement as set forth in the abovementioned Settlement Agreement.

19 76. Of course, the settlement amount represents a compromise figure, taking into
20 account the various risks surrounding class certification and the merits of Defendants' asserted
21 defense. Nevertheless, the settlement provides for fair and adequate payments to the class
22 members, with no reversion to Defendants.

23 **PLAINTIFFS' REQUESTED ENHANCEMENT PAYMENT**

24 77. Plaintiffs seek enhancement payment of \$10,000 each Plaintiffs Porter, Stokes,
25 and Gasser, and \$5,000 each for Plaintiffs Baldwin, Lewis, Reyes, and Romero. These payments
26 are proper given their service to the Class. Plaintiffs came forward and brought this case in an
27 effort to effectuate a policy and practice change that benefitted all other Class Members (and to
28 recover unpaid wages and other damages). They ultimately succeeded despite significant risk.

1 78. Plaintiffs provided invaluable assistance to my office and the Class in this case,
2 including providing factual background; reviewing the litigation documents; providing
3 information and documents about Defendants' policies and practices; participating in phone calls
4 to discuss litigation and settlement strategy; making herself available throughout the litigation to
5 assist with analyzing the claims and defenses; helping Class Counsel prepare for the mediation;
6 making themselves available for a full-day mediation, and reviewing the settlement documents.
7 Plaintiffs agreed to participate in this case with no guarantee of personal benefit.

8 79. The Class Representatives also assumed significant risk in bringing this
9 litigation—namely, had they lost, they would have been ordered to pay Defendants' costs. And,
10 as part of the negotiations, Plaintiffs put the interests of the class ahead of his interests and
11 agreed to a general release as part of the settlement (whereas the Class will only release the
12 claims alleged).

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

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

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

22 82. It is my experience that attorney fee awards of one-third of a common fund
23 settlement is the standard in California. In this case, my firm agreed to seek one-third of the
24 Settlement Amount for attorneys' fees. Defendants do not oppose this fee request. The fee is
25 further warranted because it is within the range of reasonableness typically awarded in class
26 actions. The litigation costs are reasonably capped at \$30,000 and will be based on the actual
27 amount of costs incurred at the time of final approval.

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

83. The Parties request that the Court appoint CPT Group as the Settlement Administrator. In accordance with CMO ¶ G(3)(d), we requested bids from four different settlement administrators, which resulted in the following bids: CPT Group (\$9,500), Xpand (\$7,000), Phoenix (\$8,000) and ILYM (\$6,950). Although CPT Group was not the lowest bid, the Parties selected CPT because of their prior track record and ability to manage complex settlement and distribution schemes such as this one. The concurrently filed Declaration of CPT Group covers the other information required in CMO ¶ G(3)(d)(ii).

SUBMISSION TO THE LWDA

84. Plaintiffs have concurrently submitted the settlement and all moving papers to the LWDA in accordance with Labor Code § 2699(1)(2). The proof of submission is attached hereto as **Exhibit F**.

EXHIBITS AND CONCLUSION

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

86. The proposed Class Notice is attached as **Exhibit B**.

87. The proposed Request for Exclusion Form is attached as **Exhibit C**

88. The proposed Objection Form is attached as **Exhibit D**.

89. True and correct copies of the notice letters we submitted to the LWDA on behalf of Plaintiffs Stokes and Porter are attached as **Exhibit E**.

90. The LWDA's confirmation of receipt of this Motion and Declarations is attached hereto as **Exhibit F**.

91. Counsel has carefully reviewed both the terms and the terminology of the order and the accompanying forms (notice, objection form and exclusion form) to confirm that the various documents are internally consistent, consistent with each other, and consistent with the settlement agreement.

92. 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

1 payment to the Class Representatives.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct. Executed on February 18, 2026, at Riverside, California.

4
5 By: 
6 Brian J. Mankin, Esq.

EXHIBIT “A”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, California 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

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

Christopher C. McNatt, Jr. [SBN 174559]
cmcnatt@scopelitis.com
SCOPELITIS, GARVIN, LIGHT, HANSON
& FEARY, LLP
2 North Lake Avenue, Suite 560
Pasadena, California 91101
Telephone: (626) 795-4700
Facsimile: (626) 795-4790

Attorneys for Defendants,

JOHN CHRISTNER TRUCKING, LLC,
HIRSCHBACH, INC., and
HIRSCHBACH MOTOR LINES, INC.

[ADDITIONAL COUNSEL ON NEXT PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

STEVEN PORTER individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiffs,

vs.

JOHN CHRISTNER TRUCKING, LLC, an
Oklahoma Limited Liability Company;
HIRSCHBACH, INC., an Indiana Corporation;
HIRSCHBACH MOTOR LINES, INC., an
Iowa Corporation; and DOES 1 through 25,
inclusive;

Defendants.

Case No. CVRI2406864

*[Assigned to Hon. Harold Hopp, Dept. 1, for all
purposes]*

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

1 Jared S. Kramer (*Pro Hac Vice* Pending)
2 jskramer@scopelitis.com
3 SCOPELITIS, GARVIN, LIGHT, HANSON
4 & FEARY, P.C.
5 30 West Monroe Street, Suite 1600
6 Chicago, Illinois 60603
7 Telephone: (312) 255-7200
8 Facsimile: (312) 422-1224

9 *Attorneys for Defendants,*

10 JOHN CHRISTNER TRUCKING, LLC,
11 HIRSCHBACH, INC., and
12 HIRSCHBACH MOTOR LINES, INC.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is entered
2 into by and between Plaintiffs, Andre Stokes, Todd Gasser, Steven Porter, Curtis Baldwin, Robb
3 Lewis, Antonio Reyes, and Bernardo Romero, on behalf of themselves and the putative Settlement
4 Classes and PAGA Group Members defined in paragraphs II(C) and II(Z) below, on the one hand,
5 and Defendants, Hirschbach Motor Lines, Inc. (“HML”), John Christner Trucking, LLC (“JCT”), and
6 Hirschbach, Inc. (collectively, “Defendants”), on the other hand. This Agreement is approved by their
7 respective counsel of record, subject to the terms and conditions hereof and the Court’s approval.

8 **I. DEFINITIONS**

9 Unless otherwise defined herein, the following capitalized terms used in this Agreement shall
10 have the meanings set forth below:

11 1. “**Actions**” means the three lawsuits Plaintiffs separately filed against Defendants, which
12 are currently pending as: (1) *Andre Stokes v. John Christner Trucking, LLC., et al.*, Case No. 5:24-cv-
13 01921-KK-SP, in the U.S. District Court for the Central District of California (the “*Stokes* Action”);
14 (2) *Todd Gasser v. John Christner Trucking, LLC., et al.*, Case No. 5:25-cv-00619, in the U.S. District
15 Court for the Central District of California (the “*Gasser* Action”); and (3) *Steven Porter v. John*
16 *Christner Trucking, LLC., et al.*, Case No. CVRI2406864, in California Superior Court for Riverside
17 County (the “*Porter* Action”).

18 2. “**Agreement**” or “**Settlement**” means this Class Action and PAGA Settlement
19 Agreement.

20 3. “**Class Member(s)**” means all members of the Contractor Subclass and the Employee
21 Subclass.

22 4. “**Class Counsel**” means Brian J. Mankin and Peter J. Carlson of Lauby, Mankin &
23 Lauby LLP, 5198 Arlington Avenue, PMB 513, Riverside, CA 92504, (951) 320-1444.

24 5. “**Class Counsel’s Attorneys’ Fees**” means the amount to be paid to Class Counsel for
25 attorneys’ fees, as awarded by the Court.

26 6. “**Class Counsel’s Costs**” means the amount to be reimbursed to Class Counsel for their
27 reasonable costs and expenses incurred in the Actions, as awarded by the Court.
28

1 7. **“Class Periods”** means the Contractor Subclass Period and the Employee Subclass
2 Period.

3 8. **“Complaints”** means, collectively, the class and representative action complaints
4 Plaintiffs filed in the Actions, including: (a) the Class Action Complaint filed by Plaintiff Andre Stokes
5 on March 11, 2024 in the Superior Court of the State of California, County of San Bernardino, and the
6 Amended Class and Representative Action Complaint filed in the same court on June 10, 2024, which
7 Defendants subsequently removed to the U.S. District Court for the Central District of California, in
8 the *Stokes* Action; (b) the Class Action Complaint filed by Plaintiff Todd Gasser on September 30,
9 2024, in the Superior Court of the State of California, County of Riverside, which Defendants
10 subsequently removed to the U.S. District Court for the Central District of California, in the *Gasser*
11 Action; (c) the Representative Action Complaint filed by Plaintiff Steven Porter on December 6, 2024
12 in the *Porter* Action; and (d) the Consolidated Complaint, which Plaintiffs shall file in the *Porter* action
13 for purposes of effectuating this Settlement.

14 9. **“Consolidated Complaint”** refers to the First Amended Class Action and PAGA
15 Complaint that will be filed in the *Porter Action*, consolidating and incorporating all the factual and
16 legal allegations pleaded in the related Complaints (identified in Paragraph I.8) and Actions (identified
17 in Paragraph I.1), including the claims alleged in the *Stokes* Action and *Gasser* Action, as well as all
18 claims encompassed by the Released Class Claims and Released PAGA Claims, and adding Andre
19 Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero as named
20 Plaintiffs.

21 10. **“Contractor Subclass”** means all current and former California resident truck drivers
22 who, on behalf of themselves or a business, entered into a written contract to provide equipment and
23 delivery services as independent contractors for any of the Defendants, and performed services for any
24 of the Defendants in the State of California at any time during the Contractor Subclass Period.

25 11. **“Contractor Subclass Period”** means the period of September 30, 2020 through the
26 earlier of the Preliminary Approval Date or 120 days following the date this Agreement is fully
27 executed by the Parties.
28

1 12. **“Court”** means the Superior Court of the State of California, County of Riverside,
2 where the *Porter* Action is currently pending.

3 13. **“Defendants”** means JCT, HML, and Hirschbach, Inc.

4 14. **“Defendants’ Counsel”** means Andrew J. Butcher, Jared S. Kramer, and Matthew H.
5 Payne of Scopelitis, Garvin, Light, Hanson & Feary, P.C., 30 West Monroe St., Suite 1600, Chicago,
6 IL 60603, and Christopher C. McNatt, Jr. of Scopelitis, Garvin, Light, Hanson & Feary, L.L.P., 2 North
7 Lake Avenue, Suite 560, Pasadena CA 91101.

8 15. **“Effective Date”** means the first date upon which all of the following have occurred: (i)
9 this Agreement has been executed by all Parties and by Class Counsel and Defendants’ Counsel; (ii)
10 the Court has preliminarily approved the Settlement; (iii) notice has been properly given to the Class
11 Members and PAGA Group Members, providing them notice of the Settlement and providing Class
12 Members an opportunity to opt out of the settlement; (iv) the Court has held a Final Fairness and
13 Approval Hearing and date of entry of a Final Approval Order and Judgment which grants final
14 approval of this Settlement; and (v) if no appeal is filed, then sixty-one (61) days have passed after the
15 notice of entry of the Final Approval Order and Judgment, or (vi) if an appeal, review or writ is sought,
16 the date on which the highest reviewing court renders its decision denying any appeal or petition (where
17 the immediately lower court affirmed the final judgment) or affirming the final judgment or the date of
18 final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment.
19 In this regard, it is the intention of the Parties that the Settlement shall not become effective until the
20 Court’s order approving the Settlement has become final, and there is no timely recourse by an
21 appellant or objector who seeks to contest the Settlement.

22 16. **“Employee Subclass”** means all current and former California resident truck drivers
23 employed by any of the Defendants who drove in California at any time during the Employee Subclass
24 Period.

25 17. **“Employee Subclass Period”** means the period of March 11, 2020 through the earlier
26 of the Preliminary Approval Date or 120 days following the date this Agreement is fully executed by
27 the Parties.
28

1 18. **“Final Approval Order and Judgment”** means the order and judgment to be entered
2 by the Court upon granting final approval of the Settlement and this Agreement as binding upon the
3 Parties, the Class Members, and the PAGA Group Members.

4 19. **“Final Fairness and Approval Hearing”** means the hearing on Plaintiffs’ Motion for
5 Final Approval of Class Action Settlement after the filing by Plaintiffs of a motion and following notice
6 to Class Members and PAGA Group Members giving Class Members an opportunity to opt out from
7 the Class portion of the Settlement or to object to the Settlement, at which time the Court will be asked
8 to give final approval to the Settlement and enter the Final Approval Order and Judgment.

9 20. **“Gross Settlement Amount”** means the maximum, non-reversionary sum of One
10 Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00), subject to the Escalator
11 Clause, which Defendants will pay under this Settlement. The Gross Settlement Amount will be paid
12 on an all-in, common fund, and includes all compensation to be paid by Defendants to effectuate the
13 Settlement. Defendants will have no obligation to pay any amount in connection with this Settlement
14 apart from the Gross Settlement Amount, except for Defendants’ share of payroll taxes owed on the
15 wage portion of the Individual Class Payment allocated to the Employee Subclass.

16 21. **“Individual Class Payment”** refers to each Participating Class Member’s share of the
17 Net Settlement Amount, as further discussed in Section IV below, plus the Participating Class
18 Member’s share of the Lost Equity Fund (if applicable).

19 22. **“Individual PAGA Payment”** means the gross amount that a PAGA Group Member
20 shall receive based on their Qualifying PAGA Workweeks, which shall be determined as described in
21 paragraph IV(J)(2) below.

22 23. **“Lost Equity Fund”** means \$120,000, which shall be paid from the Gross Settlement
23 Amount, divided and payable in equal shares to Participating Class Members that: (A) are members of
24 the Contractor Subclass, and (B) had active equipment leases terminated by any of the Defendants in
25 June or July 2025.

26 24. **“LWDA”** means the California Labor and Workforce Development Agency.

27 25. **“Net Settlement Amount”** means the amount remaining from the Gross Settlement
28 Amount after payment of Court-approved Class Counsel’s Attorney’s Fees and Costs, Service and

1 Release Award(s) to the Plaintiffs, Settlement Administration Costs, the Lost Equity Fund, and the
2 PAGA Fund.

3 26. **“Notice of Settlement”** means the notice of proposed class settlement that will be sent
4 to Class Members, and which will advise each Class Member of the settlement and estimated Individual
5 Class and PAGA Payments, and will further advise of the setting of a Final Approval Hearing.

6 27. **“Notice Packet”** means the Notice, Request for Exclusion Form and the Objection
7 Form to be sent to all Class Members.

8 28. **“Objection to Settlement”** means any timely written objection to this Settlement sent
9 by a Class Member to the Court in the form as specified herein in paragraph IV(H)(1) below, and in
10 the Notice of Settlement. Any Objection to Settlement must be sent to the Court within the time
11 limitations set forth in this Agreement.

12 29. **“PAGA Fund”** means the amount that the Parties have agreed to pay to the LWDA and
13 the PAGA Group Members in connection with California’s Private Attorneys General Act, Cal. Lab.
14 Code §§ 2698, et seq. (“PAGA”). The Parties agree that Forty Thousand Dollars and Zero Cents
15 (\$40,000.00) of the Gross Settlement Amount shall be allocated to the resolution of all claims under
16 PAGA. Pursuant to Labor Code Section 2699(i), the PAGA Fund will be distributed as follows: 25%,
17 or Ten Thousand Dollars and Zero Cents (\$10,000.00), to the PAGA Group Members on a pro rata
18 basis, and 75%, or Thirty Thousand Dollars and No Cents (\$30,000.00), to the LWDA.

19 30. **“PAGA Group Member(s)”** means (a) all current and former California resident truck
20 drivers employed by any of the Defendants who drove in California at any time during the PAGA
21 Period; and (b) all current and former California resident truck drivers who who, on behalf of
22 themselves or a business, entered into a written contract to provide equipment and delivery services as
23 independent contractors for any of the Defendants, and performed services for any of the Defendants
24 in the State of California at any time during the PAGA Period.

25 31. **“PAGA Letters”** means, collectively, the notice of alleged Labor Code violations that
26 Plaintiffs Stokes and Porter caused to be sent to the LWDA pursuant to Labor Code Section 2699.3(l)
27 on or about March 8, 2024 and September 30, 2024, respectively.
28

32. **“PAGA Period”** means the period from March 8, 2023 through the earlier of the Preliminary Approval Date or 120 days following the date this Agreement is fully executed by the Parties.

33. **“Participating Class Member”** means any and all Class Members who do not opt-out of the Settlement by submitting timely and valid Requests for Exclusion.

34. **“Parties”** means the Plaintiffs, on behalf of themselves and all Class Members and PAGA Group Members, and Defendants, collectively.

35. **“Preliminary Approval Date”** is the date the Court grants preliminary approval of this Settlement.

36. **“Proof of Work”** means document(s) that a Class Member or PAGA Group Member may submit to the Settlement Administrator to show that he or she is entitled to payment based upon a different number of Qualifying Class Workweeks or Qualifying PAGA Workweeks than the number calculated by the Settlement Administrator based upon Defendants’ Settlement Data. To be considered as part of the process of disputing Qualifying Workweeks set forth in paragraphs II and KK, below, Proof of Work must: (1) state the Class Member or PAGA Group Member’s full name, address, and the last four digits of his or her Social Security Number (for identification purposes only); (2) state, in writing, the reasons why he or she believes an additional amount is owed and include any documentations supporting that claim; (3) be signed by the Class Member or PAGA Group Member or his/her legal representative; and (4) be mailed to the Settlement Administrator and postmarked no later than the Response Deadline, or within the extended deadline as set forth in paragraph IV(D)(3) below, as applicable.

37. **“Qualified Settlement Fund”** or **“QSF”** mean a federally insured bank account to be established by the Settlement Administrator into which all payments from Defendants related to this Settlement will be deposited and from which all payments authorized by the Court will be made. The QSF will be established prior to Defendants’ deposit of the Gross Settlement Amount.

38. **“Qualifying Class Workweeks”** means the total number of weeks during which a Class Member either (a) was employed by any of the Defendants as a driver during the Employee Subclass Period; or (b) on behalf of themselves or a business entity, contracted with any of the Defendants to

provide equipment and delivery services as an independent contractor during the Contractor Subclass Period..

39. **“Qualifying Contractor Subclass Workweeks”** means the total number of Qualifying Class Workweeks during which a Class Member, on behalf of themselves or a business entity, contracted with any of the Defendants to provide equipment and delivery services as an independent contractor during the Contractor Subclass Period..

40. **“Qualifying PAGA Workweeks”** means the total number of weeks during the PAGA Period during which a PAGA Group Member either (a) was employed by any of the Defendants as a driver; or (b) on behalf of themselves or a business entity, contracted with any of the Defendants to provide equipment and delivery services as an independent contractor.

41. **“Qualifying Employee Subclass Workweeks”** means the total number of Qualifying Class Workweeks during which a Class Member was employed by any of the Defendants as a driver during the Employee Subclass Period.

42. **“Released Class Claims”** means any claims alleged in the Consolidated Complaint and any claims based upon the facts alleged in the Consolidated Complaint, including: claims for misclassification, unpaid wages, failure to pay minimum wages, failure to pay regular wages, failure to reimburse business expenses, failure to pay for rest and recovery periods, lost equity, failure to provide accurate itemized wage statements, failure to maintain records, improper deduction of wages, failure to timely pay wages during employment, failure to timely pay final wages at termination, and unfair business practices. The Released Class Claims include all claims arising under federal and state law based on the facts or claims asserted in the Consolidated Complaint, including the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*; and California Labor Code sections 200, 201, 202, 203, 218.6, 221, 223, 226, 226.2, 226.3, 226.8, 558, 1194, 1194.2, 1197, and 2802; as well as all such claims brought under California Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200 *et seq.*, including claims of Unfair and Unlawful Competition for lost equity arising from allegations that Defendants deprived individuals who participated in Defendants’ “lease purchase” program of equity accrued in vehicles they leased when their lease was terminated prior to completion of the lease term. The Released Class Claims includes claims for

1 restitution, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated
2 damages, equitable remedies, and/or pre- or post-judgment interest at any time during the Class Period
3 to the extent such claims arise from the facts or claims asserted in the Consolidated Complaint.

4 43. **"Released PAGA Claims"** means any PAGA Claims that Plaintiffs alleged against the
5 Defendants or Released Parties and any PAGA claims based on the facts alleged in the Consolidated
6 Complaint and PAGA Letters, including all claims seeking civil penalties under PAGA premised upon
7 claims for: misclassification, unpaid wages, failure to pay minimum wages, failure to pay regular
8 wages, failure to pay overtime wages, failure to reimburse business expenses, failure to pay for rest
9 and recovery periods, lost equity, failure to provide accurate itemized wage statements, failure to
10 maintain records, payroll recordkeeping, reporting time, improper deduction of wages, failure to pay
11 sick wages at the regular rate, failure to timely pay wages during employment, failure to timely pay
12 final wages at termination, and all other claims for civil penalties recoverable under PAGA based on
13 the facts or claims alleged in the PAGA Letters and Consolidated Complaint, including claims for civil
14 penalties under PAGA based on alleged violations of California Labor Code §§ 200, 201, 202, 203,
15 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.8, 558, 1194, 1194.2, 1197, and 2802, as well as California
16 Industrial Welfare Commission Wage Order No. 9, § 4 and California Code of Regulations, title 8, §
17 11090. The Released PAGA Claims shall also include all claims for restitution, interest, costs and
18 expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated damages, equitable remedies,
19 and/or pre- or post-judgment interest at any time during the PAGA Period to the extent such claims
20 arise from the PAGA claims asserted in the Consolidated Complaint. The Released PAGA Claims shall
21 include all such claims accrued during the PAGA Period.

22 44. **"Released Parties"** means JCT, HML, and Hirschbach, Inc. and each of their present,
23 former and future controlling persons, parents, affiliates, subsidiaries, acquired companies, divisions,
24 successors-in-interest, and each of their respective present and former owners, officers, directors,
25 principals, shareholders, employees, agents, attorneys, insurers, managers, trustees, fiduciaries,
26 representatives, predecessors, successors, and assigns, and any individual or entity who may be jointly
27 liable with any of the foregoing under a joint employment, single enterprise, or corporate veil piercing
28 theory of liability, with respect be to the Released Class Claims or Released PAGA Claims.

1 45. **“Plaintiffs”** means Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb
2 Lewis, Antonio Reyes, and Bernardo Romero.

3 46. **“Request for Exclusion”** means a written and signed request that a Class Member may
4 submit to be excluded from the Class and the release of the Class Released Claims. Any Request for
5 Exclusion to opt out shall be in the form as specified herein in paragraphs IV(E)(4) below, and in the
6 Notice of Settlement. PAGA Group Members shall release the Released PAGA Claims regardless of
7 whether they submit a valid Request for Exclusion.

8 47. **“Response Deadline”** means the 45 day period following the date the Settlement
9 Administrator mails the Notice of Settlement to the Class Members and PAGA Group Members.

10 48. **“Service and Release Award”** means the payment to be made to each of the Plaintiffs
11 for their service to the Class and for the broader individual general release that they are providing to
12 Defendants as set forth in paragraph IV(Q), which is in addition to whatever payments they otherwise
13 would be entitled to receive as a Class Member and/or PAGA Group Member. The Service and Release
14 Awards are subject to Court approval.

15 49. **“Settlement”** means the final and complete disposition of the Action and all related
16 claims effectuated by this Agreement.

17 50. **“Settlement Administration Costs”** means the fees and costs incurred or charged by
18 the Settlement Administrator in connection with the execution of its duties under this Agreement
19 including, but not limited to fees and costs associated with: (1) sending notices pursuant to the Class
20 Action Fairness Act; (2) establishing and maintaining the QSF; (3) preparing, issuing and/or monitoring
21 reports, filings, and notices (including the cost of printing and mailing all notices and other documents
22 to the Class Members) required to be prepared in the course of administering the Settlement; (4)
23 computing the amount of the settlement payments, taxes, and any other payments to be made under
24 this Agreement; (5) handling inquiries about the calculation of Individual Settlement Payments; (6)
25 establishing and operating a settlement payment center website, address, and phone number to receive
26 Class Members’ inquiries about the Settlement; (7) providing a due diligence declaration for
27 submission to the Court prior to the final approval hearing; (8) printing and providing Participating
28 Class Members and the Plaintiffs with 1099 forms and W-2 forms (if applicable) as required under this

1 Agreement and applicable law; (9) preparing, issuing, and filing any tax documents or filings required
2 by any governmental taxing authority or other governmental agency; and (10) any other tasks as the
3 Parties mutually agree or the Court orders the Settlement Administrator to perform. Court-approved
4 Administration Costs will be paid out of the Gross Settlement Amount.

5 51. “**Settlement Administrator**” refers to CPT Group.

6 52. “**Settlement Data**” means information regarding the Class Members and PAGA Group
7 Members that Defendants will in good faith compile from their records and provide to the Settlement
8 Administrator, solely for purposes of the Settlement Administrator’s administration of the settlement,
9 and for no other purpose. Settlement Data shall include, if known, for each Class Member and PAGA
10 Group Member: full name, last-known address, last-known e-mail address, social security number,
11 service start date and, if applicable, service end date during the Class Periods and PAGA Periods, based
12 on Defendants’ records. Settlement Data shall be provided to the Settlement Administrator no later
13 than thirty (30) days after the Court grants preliminary approval of the Settlement. Settlement Data
14 shall only be used by the Settlement Administrator for the purpose of calculating Individual Class
15 Payments and Individual PAGA Payments and notifying Class Members and PAGA Group Members
16 of the Settlement. Settlement Data shall not be disclosed to Class Counsel, Plaintiffs, or any other Class
17 Members or PAGA Group Members without the written consent of Defendants or by order of the Court.
18 The Settlement Administrator shall be responsible for following all privacy laws and taking appropriate
19 steps to ensure that Class Members’ and PAGA Group Members’ personal information is safeguarded
20 and protected from improper disclosure or use, including execution of a Data Privacy Agreement in
21 the form attached hereto as **Exhibit A**. The Settlement Administrator shall run the Settlement Data list
22 through the National Change of Address database and shall use the most recent address for each Class
23 Member and PAGA Group Members – either from Defendants’ records or the National Change of
24 Address database – before mailing the Notice of Settlement. The Settlement Administrator shall also
25 take reasonable steps to locate any Class Member or PAGA Group Member whose Notice of Settlement
26 is thereafter returned as undeliverable. Settlement Data shall be provided in a secure format to be
27 determined by the Settlement Administrator and Defendants.

53. “**Share Point(s)**” will be used to calculate the Individual Class Payments, and each Class Member’s Share Points will be calculated as follows: (1) each Qualifying Contractor Subclass Workweek during the Contractor Subclass Period shall be credited with 3 Share Points, and (2) each Qualifying Employee Subclass Workweek during the Employee Subclass Period shall be credited with 1 Share Point.

54. “**Share Point Rate**” shall mean the value of each individual Share Point, as calculated by dividing the Net Settlement Amount by the total of all Share Points credited to the Participating Class Members.

II. RECITALS

1. Plaintiffs have filed three separate lawsuits, which are currently pending as: (1) *Andre Stokes v. John Christner Trucking, LLC., et al.*, Case No. 5:24-cv-01921-KK-SP (C.D. Cal.) (the “*Stokes Action*”); (2) *Todd Gasser v. John Christner Trucking, LLC., et al.*, Case No. 5:25-cv-00619 (C.D. Cal.) (the “*Gasser Action*”); and (3) *Steven Porter v. John Christner Trucking, LLC., et al.*, Case No. CVRI2406864 (Riverside County Superior Court) (the “*Porter Action*”) (collectively, the “*Actions*”).

2. In their operative complaints, Plaintiffs allege various causes of action under the California Labor Code and related state law arising from their alleged joint employment by Defendants for (1) failure to pay minimum wage; (2) failure to pay for nonproductive time under Labor Code § 226.2; (3) failure to reimburse business expenses under Labor Code § 2802; (4) unlawful deductions from wages; (5) failure to provide accurate itemized wage statements under Labor Code § 226; (6) failure to timely pay wages upon separation under Labor Code §§ 201-203; (7) unfair competition under Bus. & Prof. Code § 17200 *et seq.*; and (8) civil penalties under PAGA, Labor Code § 2698 *et seq.* Plaintiffs have also alleged claims for lost equity arising from allegations that Defendants deprived individuals who participated in Defendants’ “lease purchase” program of equity accrued in vehicles they leased when their lease was terminated prior to completion of the lease term.

3. Defendants deny Plaintiffs’ allegations, deny any liability to Plaintiffs and members of the Settlement Classes and have asserted several defenses to Plaintiffs’ claims in the Actions.

1 4. On October 14, 2025, the Parties participated in a full-day mediation before Stephanie
2 S. Chow of Mediated Negotiations. The mediation was conducted at arm's length following an
3 exchange of voluminous records and data pertaining to the Settlement Classes and resulted in the
4 Parties reaching an agreement to resolve all claims through this Settlement.

5 5. For purposes of effectuating this Settlement, the Parties have agreed Plaintiffs will
6 consolidate all three Actions through Plaintiffs' filing of the Consolidated Complaint in the *Porter*
7 Action, which will add the claims for lost equity referenced above, and add Plaintiffs Baldwin,
8 Lewis, Reyes, and Romero as named Plaintiffs.

9 6. It is agreed by and among the Parties that this Agreement is made in compromise of
10 and embraces all Released Class Claims and Released PAGA Claims as defined herein. Because the
11 settled matters are putative class and PAGA representative actions, this Agreement must receive
12 preliminary and final approval by the Court. Accordingly, Plaintiffs and Defendants enter into this
13 Agreement on a conditional basis. Should the Court, or any other court taking jurisdiction of this
14 matter, decline to approve all material aspects of the Agreement or make any ruling substantially
15 altering the material terms of the Settlement, the Agreement shall be voidable and unenforceable as to
16 Plaintiffs and Defendants, at the option of any party. In the event that the Effective Date, as defined
17 herein, does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no
18 force or effect whatsoever, and shall not be referred to or utilized for any purpose.

19 7. Defendants deny all of Plaintiffs' class and representative claims as to liability and
20 damages. Defendants expressly reserve all rights to challenge any and all such claims and allegations
21 upon all procedural and factual grounds, including the assertion of all defenses, if the Effective Date
22 of the Agreement does not occur. Likewise, Plaintiffs expressly reserve all rights to pursue, amend,
23 dismiss or otherwise dispose of the claims covered under this Settlement, including but not limited to
24 seeking damages, restitution, fees, expenses, interest and/or any other monetary amount for the
25 claims included in the Actions or for any other claims Plaintiffs may have against Defendants, in the
26 event the Effective Date of the Agreement does not occur.

27 8. The Parties have conducted a thorough investigation into the facts of the Actions. This
28 includes conducting an extensive exchange of informal discovery prior to mediation. Class Counsel

1 is both knowledgeable about and has done extensive research with respect to the applicable law and
2 potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of
3 the Class Members' claims against Defendants. Based on the foregoing data and on their own
4 independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with
5 Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair,
6 reasonable, and adequate and is in the best interest of the Class Members in light of all known facts
7 and circumstances, including the risk of significant delay and uncertainty associated with litigation,
8 various defenses asserted by Defendants, and numerous potential appellate issues.

9 9. Plaintiffs and Class Counsel have concluded, after taking into account the sharply
10 disputed factual and legal issues involved in the Actions, the risks attending further prosecution of the
11 Complaints, and the substantial benefits to be received pursuant to settlement as set forth in this
12 Agreement, that settlement on the terms set forth herein is in the best interest of Plaintiffs and the
13 Class Members and PAGA Group Members, and is fair and reasonable.

14 10. Similarly, Defendants have concluded, after taking into account the sharply disputed
15 factual and legal issues involved in the Actions, the risks and expense attending further litigation, and
16 their desire to put the controversies to rest, that settlement on the terms set forth herein is in their best
17 interest and is fair and reasonable.

18 **III. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

19 **A. Consolidated Complaint**

20 1. Pursuant to the Settlement, the *Porter Action* will be amended to include and
21 incorporate the *Stokes Action* and *Gasser Action* by way of the Consolidated Complaint that will
22 allege all Released Class Claims and Released PAGA Claims. Defendants shall be provided with an
23 opportunity to review and comment upon the Consolidated Complaint before filing. Once finalized,
24 the Parties will submit a stipulation and order to file the Consolidated Complaint. Once filed, the
25 Parties shall ask the Courts in the *Stokes* and *Gasser* Actions to stay these cases pending the entry of
26 a Final Order and Judgment in the consolidated *Porter* Action. Within ten (10) court days of the
27 Effective Date, the Parties will file stipulations requesting dismissal of the *Stokes Action* and the
28 *Gasser Action* with prejudice.

1 **B. Preliminary Approval of Settlement**

2 1. Once this Agreement is finalized, Class Counsel shall promptly submit this Agreement
3 to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and
4 reasonableness. Within 30 days after the execution of this Agreement, or by another deadline ordered
5 by the Court, Class Counsel will file a motion for preliminary approval seeking an order:

- 6 (a) Granting preliminary approval of the proposed Settlement as fair, reasonable, and
7 adequate as to Class Members;
- 8 (b) Granting approval as to form and content of the proposed Notice of Settlement;
- 9 (c) Granting approval of the plan of allocation of the Gross Settlement Amount;
- 10 (d) Directing the mailing of the Notice of Settlement by first-class mail to Class Members
11 and PAGA Group Members by the Settlement Administrator;
- 12 (e) Conditionally certifying the Class for settlement purposes only;
- 13 (f) Appointing Class Counsel, Plaintiffs as Class Representatives, and the Settlement
14 Administrator; and
- 15 (g) Scheduling a Final Fairness and Approval Hearing for a determination as to whether
16 the proposed settlement should be finally approved.
- 17 (h) The submission shall also include a proposed order granting preliminary approval of
18 Settlement.
- 19 (i) Class Counsel shall provide their motion for preliminary approval and all supporting
20 papers to Defendants' Counsel for review at least 5 days prior to filing.

21 2. At the time Class Counsel files the motion for preliminary approval, Class Counsel will
22 submit a copy of this Agreement to the LWDA. *See* Cal. Lab. Code § 2699(1)(2). Defendants will
23 ensure that notice of this Agreement is timely submitted to the appropriate Federal and State officials
24 pursuant to 28 U.S.C. § 1715.

25 3. The Parties have agreed to the certification of the Settlement Class for the sole purposes
26 of effectuating this Settlement only. Should the Settlement be terminated for any reason, or should the
27 Settlement not be approved by the Court or the judgment not become final, the fact that the Parties
28 were willing to stipulate to class certification as part of the Settlement will have no bearing on, and will

1 not be admissible in connection with, the issue of whether a class should be certified in a non-settlement
2 context in the Actions, and in any of those events, Defendants expressly reserve the right to oppose
3 class certification. Additionally, if the Settlement does not become final, this Agreement and all
4 negotiations, court orders, and proceedings related thereto shall be without prejudice to the rights of all
5 Parties, and evidence relating to the Agreement and all negotiations shall not be admissible in the
6 Action or otherwise. The Parties further agree that if, for any reason, the Settlement is not approved,
7 the certification for purposes of this Settlement will have no force or effect and will be immediately
8 revoked.

9 5. The Parties have also agreed to consolidation of the Actions through Plaintiffs' filing of
10 the Consolidated Complaint in the *Porter* Action for purposes of effectuating this settlement. Should
11 the Settlement be terminated for any reason, or should the Settlement not be approved by the Court or
12 the judgment not become final, Plaintiffs stipulate that they will not object to Defendants' removal of
13 the Consolidated Complaint to federal court on the basis of untimeliness or other non-jurisdictional
14 grounds. Additionally, if the Settlement does not become final, the fact that the Parties were willing to
15 stipulate to consolidation of Plaintiffs' claims for purposes of effectuating this Settlement will have no
16 bearing on, and not be admissible in connection with, the issue of whether all of Plaintiffs' claims may
17 properly be joined for purposes other than effectuating settlement, or the issue of whether Plaintiffs
18 may pursue their claims on behalf of a certified class or subclasses.

19 6. Should the Court decline to conditionally certify the Class or to preliminarily approve
20 and give final approval to all material aspects of the Settlement, the Settlement will be null, and void
21 and the Parties will have no further obligations under it.

22 7. If the Court grants preliminary approval but does not grant final approval of the
23 Settlement, then the preliminary approval order shall be vacated in its entirety, unless the Court orders
24 otherwise.

25 **C. Cooperation**

26 The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement,
27 including, but not limited to taking any reasonably necessary actions to implement the terms of this
28 Agreement. No party, nor any of its attorneys or agents, shall solicit or encourage any Class Member

1 to opt out of or object to the Settlement.

2 **D. Notice of Settlement**

3 1. Within 30 days of the Preliminary Approval Date, but subject to the Settlement
4 Administrator providing adequate and contractual assurances with respect to confidentiality and data
5 security, Defendants shall provide the Settlement Administrator with the Settlement Data. This
6 information will remain confidential and will not be disclosed to anyone, except as required to
7 applicable taxing authorities, pursuant to Defendants' express written authorization, by order of the
8 Court, or as otherwise provided for in this Agreement. The Settlement Data shall be used only for the
9 purpose of administering this Settlement.

10 2. Using the Settlement Data, the Settlement Administrator will: (1) confirm and inform
11 the Parties of the number of Class Members and PAGA Group Members; (2) finalize and print the
12 Notice of Settlement; (3) check all mailing addresses against the National Change of Address database;
13 and (4) determine if the Escalator Clause has been triggered. If the Escalator Clause has been triggered,
14 then the Settlement Administrator shall notify the Parties of the increased Gross Settlement Amount
15 and related increased payments from the Gross Settlement Amount, including increased Class
16 Counsel's Attorney's Fees and increased Settlement Administration Costs (if applicable), all of which
17 shall be subject to Court approval, and the Settlement Administrator shall also update the Notice
18 accordingly. Within forty-five (45) days of the Preliminary Approval Date, the Settlement
19 Administrator shall mail by First-Class United States mail the Notice Packet to each Class Member
20 and PAGA Group Member, all in English and Spanish, using the most recent address available to the
21 Settlement Administrator for mail delivery. On the same date, the Settlement Administrator shall also
22 send the Notice Packet via e-mail to each Class Member and PAGA Group Member for whom
23 Defendants have a last known email address on file. It will be conclusively presumed that if an envelope
24 sent via First-Class United States mail has not been returned within fifteen (15) days of the mailing,
25 the Class Member and PAGA Group Member received the Notice of Settlement.

26 3. Any self-identified individual who did not receive the Notice Packet seeking to be
27 included in the Settlement shall provide the Settlement Administrator with their full name, date of birth,
28 Social Security number or tax identification number, the name of the contract carrier that the individual

1 worked for (if any), and written proof of their provision of services to Defendants in California during
2 the Class Periods, with as much detail as feasible, such as dates of work, to assist the Parties with
3 establishing the individual's status as a Class Member and/or PAGA Group Member. To the extent
4 necessary to resolve disputes regarding the validation process, the Parties agree to meet and confer in
5 good faith. The Settlement Administrator, advised by the Parties, will determine whether each such
6 individual is to be treated as a Class Member and/or PAGA Group Member and the number of
7 Qualifying PAGA Workweeks and Qualifying Class Workweeks.

8 **E. Re-Sending Notices of Settlement**

9 1. In the event that Defendants' Counsel or Class Counsel becomes aware of new
10 addresses for any Class Member or PAGA Group Member, on or before the Response Deadline, such
11 information must be communicated to the Settlement Administrator. The Settlement Administrator will
12 then promptly re-send a Notice Packet to the Class Member and/or PAGA Group Member at the new
13 mailing address, assuming another mailing address is identified on or before the Response Deadline.

14 2. For any Notice of Settlement that is returned as undeliverable on or before the Response
15 Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is
16 provided, the Settlement Administrator will promptly attempt to determine a correct address by
17 performing a utility database search or other skip trace. The Settlement Administrator shall then
18 promptly perform a re-mailing to the Class Member and/or PAGA Group Member whose Notice of
19 Settlement was returned as non-delivered, assuming new mailing addresses were obtained for such
20 Class Members and/or PAGA Group Members.

21 3. For any Notice of Settlement that is mailed or re-mailed after the original mailing date,
22 the Settlement Administrator shall include a brief letter stating that the recipient of the Notice of
23 Settlement has until the original deadline set forth on the Notice of Settlement, or ten (10) calendar
24 days after the date of re-mailing of the Notice of Settlement (whichever is later) to object or submit a
25 Request for Exclusion. In no event shall this be later than ten (10) days prior to the Final Fairness and
26 Approval Hearing. It will be conclusively presumed that if an envelope so re-mailed has not been
27 returned within fifteen (15) days of re-mailing, the Settlement Class Member received the Notice of
28 Settlement.

4. If the above-referenced procedures are followed, notice to Class Members and PAGA Group Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice of Settlement does not receive the Notice of Settlement, the intended recipient shall nevertheless remain a Class Member and/or PAGA Group Member, as applicable, and shall be bound by all terms of the Settlement and the Final Approval Order and Judgment.

F. Requests for Exclusion (Opt-Outs)

1. Any Class Member, other than Plaintiffs, may request to be excluded from the Class by completing the Request for Exclusion Form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the Settlement Administrator and postmarked on or before the Response Deadline in order to be timely, unless otherwise provided by this Agreement or unless the Parties otherwise agree in writing. Any such Request must be made in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall attach each Request for Exclusion to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member who is a PAGA Group Member who requests timely exclusion will still be issued an Individual PAGA Payment and be bound by the terms of this Agreement addressing release of the Released PAGA Claims to the fullest extent permitted by law. All Parties and their counsel, including Defendants and their agents and employees, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means.

2. Any Class Member who submits a valid and timely request to be excluded from the Settlement Class and Settlement shall no longer be a member of the Settlement Class, shall be barred from participating in this Settlement, shall be barred from objecting to this Settlement, and shall receive no benefit from this Settlement. If a Class Member submits both a completed, signed and timely Proof of Work and a completed, signed, and timely Request for Exclusion, the Request for Exclusion shall be deemed invalid, and the Class Member shall be a Participating Class Member and participate in the Settlement.

1 3. Because this Settlement resolves claims and actions brought pursuant to PAGA by
2 Plaintiffs acting as a proxy and as Private Attorneys General of, and for, the State of California and the
3 LWDA, the Parties agree that no PAGA Group Member has a right to exclude himself or herself or opt
4 out from the release of the Released PAGA Claims regardless of whether he or she timely submits a
5 valid Request for Exclusion from the Settlement as a Class Member, and regardless of whether he or
6 she cashes a payment from the PAGA Fund. All PAGA Group Members will be bound by the
7 settlement and release of any Released PAGA Claims upon final judgment pursuant to *Arias v. Superior*
8 *Court*, 46 Cal. 4th 969 (2009), and shall receive a pro rata portion of the PAGA Fund allocated for
9 PAGA Group Member distribution. For the avoidance of doubt, Requests for Exclusion do not apply
10 to the release of Released PAGA Claims, and will not be effective to preclude the release of Released
11 PAGA Claims.

12 4. In furtherance of the foregoing, any Class Member who submits a valid and timely
13 Request for Exclusion from the Settlement shall be deemed to have waived all objections and
14 opposition to the fairness, reasonableness, and adequacy of this Settlement.

15 Any Class Member who fails to submit a timely, complete, and valid Request for Exclusion
16 shall be barred from opting out of the Settlement and shall be a Participating Class Member. It shall be
17 conclusively presumed that, if a Request for Exclusion is not postmarked on or before the Response
18 Deadline or within the extended deadline as provided for within this Agreement if the Notice of
19 Settlement is returned as undeliverable with forwarding addresses provided by the United States Postal
20 Service, as applicable, the Class Member did not make the request in a timely manner. Under no
21 circumstances shall the Settlement Administrator have the authority to extend the deadline for Class
22 Members to file a Request for Exclusion. The Settlement Administrator shall promptly provide via
23 email to all Class Counsel and Defendants' Counsel with copies of all Requests for Exclusion that it
24 receives.

25 Unless a Class Member submits a timely, complete, and valid Request for Exclusion, he or she
26 shall be deemed a Participating Class Member and shall be bound by the terms and conditions of this
27 Agreement. The releases provided for in this Agreement shall conclusively preclude any Settlement
28 Class Member from asserting any of the Released Class Claims and Released PAGA Claims against

any of the Released Parties.

G. Weekly Reports and Declaration of Compliance

The Settlement Administrator shall provide weekly reports to the Parties, and shall provide copies of objections within 3 days of receipt.

No later than 7 days after the close of the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a declaration attesting to completion of the notice process set forth in this Agreement at Section IV, including the number of notices sent and returned, an explanation of efforts to resend undeliverable notices, summary of any disputes raised by any Class Members or PAGA Group Members, and the number and names of all Class Members who submitted Requests for Exclusion, as well as total workweeks, high/low/average Individual Settlement Class Payments and Individual PAGA Payments, and all other information required by the CMO. The Settlement Administrator shall also authenticate all objections, opt-outs and disputes as required by the Guidelines for Complex Litigation in Riverside Superior Court (the "CMO"), and otherwise comply with the Order granting preliminary approval. This declaration shall be filed with the Court by Class Counsel along with a motion requesting final approval of the Settlement.

H. Sufficient Notice

The Parties agree that compliance with the procedures described in this Agreement at Section IV shall constitute due and sufficient notice to Class Members and PAGA Group Members of this Settlement and of the Final Fairness and Approval Hearing, shall satisfy the requirements of due process, and nothing else shall be required of the Plaintiffs, Class Counsel, Defendants, Defendants' Counsel, or the Settlement Administrator to provide notice of the Settlement and the Final Fairness and Approval Hearing.

I. Objections to Settlement

1. Deadline for Objections

Any Class Member, other than Plaintiffs, who does not submit a valid and timely Request for Exclusion may object to the terms of this Agreement by completing the Objection Form provided within the Notice Packet. Any Class Member that intends to object must mail the Objection Form to the Settlement Administrator. The Objection Form must be postmarked on or before the Response

1 Deadline in order to be timely, unless the Parties otherwise agree in writing. Additionally, any objection
2 must be made in accordance with the terms set forth in the Notice Packet. The Settlement Administrator
3 shall provide any objections to Class Counsel and Defense Counsel within three (3) days of receipt,
4 and the Settlement Administrator shall attach the same to its declaration of due diligence and file it
5 with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an
6 objection remains eligible to receive monetary compensation from the Settlement, subject to the
7 Court's approval of the settlement. Plaintiffs and Defendants shall not be responsible for any fees,
8 costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to
9 the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather,
10 the right to appeal is preserved by becoming a party of record by timely and properly intervening or
11 filing a motion to vacate the judgment under Code of Civil Procedure § 663.

12 Any Class Member who does not timely and properly become a party of record by intervening
13 or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment,
14 including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to
15 vacate judgment, motion for new trial, a motion under California Code of Civil Procedure § 473, and
16 extraordinary writs.

17 Any Class Member who does not submit a valid and timely Request for Exclusion and who
18 objects to the Settlement will still be considered a Participating Class Member. A Class Member who
19 submits both a timely Request for Exclusion and who attempts to object to the Settlement shall be
20 deemed to have opted out of the Settlement. Any Class Member who does not object prior to or at the
21 Final Fairness and Approval Hearing shall be foreclosed from objecting to this Settlement (including
22 but not limited to by appeal), unless otherwise ordered by the Court.

23 2. Responses to Objections

24 Class Counsel and Defendants' Counsel shall file any responses to any written objections from
25 Class Members submitted to the Court in accordance with this Agreement at least five (5) court days
26 before the Final Fairness and Approval Hearing.

27 3. Waiver of Appeal

28 Any Class Member who does not timely submit an objection to the Settlement and/or does not

1 comply with any other substantive or procedural obligations imposed by law, waives any and all rights
2 to appeal the Final Approval Order and Judgment, including all rights to any post-judgment proceeding
3 and appellate proceeding such as a motion to vacate the judgment or motion for reconsideration.
4 Moreover, because this Settlement resolves claims and actions brought pursuant to PAGA by the
5 Plaintiffs acting as a proxy and as Private Attorneys General of, and for, the State of California and the
6 LWDA, the Parties agree that no PAGA Group Member has the right to object to, or appeal a judgment
7 approving of, the terms of the Settlement in his or her capacity as a PAGA Group Member.

8 4. **Escalator Clause**

9 Defendants estimate that there are 338 Class Members. Any increase of over 5% from
10 Defendants' estimate shall trigger an escalator to the Gross Settlement Amount on a pro rata basis.
11 Thus, if the total count of Class Members (as contained in the Settlement Data) exceeds 355, then the
12 Gross Settlement Amount shall increase by \$3,550.30 for each additional Class Member above 355.

13 5. **Blow up Clause**

14 If 10% or more of the Class Members submit a timely and valid Request for Exclusion,
15 Defendants may, in their sole discretion, rescind the Settlement. In that event, all actions taken in
16 furtherance of the Settlement will be null and void. A Defendant must exercise this right of rescission,
17 in a writing to Class Counsel, within 10 calendar days of the date that the Settlement Administrator
18 notifies the Parties of the total number of Class Members who have opted out of the Settlement. If a
19 Defendant exercises this right of rescission, that Defendant must pay all reasonable expenses incurred
20 by the Settlement Administrator as of the date of the Defendant's notice of rescission. No Party will
21 encourage or solicit any Class Member to object or opt-out.

22 **J. Final Fairness and Approval Hearing**

23 On the date set by the Court, the Final Fairness and Approval Hearing shall be held in order to:
24 (1) determine whether the Court should give this Settlement final approval; (2) determine whether
25 Class Counsel's application for attorneys' fees and costs, and request for the Service and Release
26 Award to the Plaintiffs, should be granted; and (3) consider any timely Objections to Settlement,
27 including Class Counsel's and Defendants' Counsel's responses thereto. At the Final Fairness and
28 Approval Hearing, the Plaintiffs, Class Counsel, and Defendants' Counsel shall ask the Court to give

1 final approval to this Settlement. Class Counsel shall provide the motion for final approval and all
2 supporting papers to Defendants' Counsel at least ten (10) days prior to filing. Upon final approval,
3 the Court shall enter a Final Approval Order and Judgment (in a form submitted by Class Counsel and
4 approved by Defendants' Counsel) which has the effect of granting final approval of the Settlement
5 and this Agreement as binding upon the Parties, the Settlement Class Members, and the PAGA Group
6 Members, as set forth in this Agreement. If the Court grants final approval of the Settlement, the
7 Settlement Administrator shall post notice of final judgment on its website within seven (7) business
8 days of entry of the Final Approval Order and Judgment. Class Counsel shall submit a copy of the Final
9 Approval Order and Judgment to the LWDA within ten (10) days after entry of the Final Approval
10 Order and Judgment in accordance with California Labor Code section 2699(l)(3). Following the
11 Effective Date and hearing following submission of the Parties' post-distribution accounting (if
12 applicable), the Action shall be dismissed with prejudice.

13 **K. Settlement Payment Procedures to Participating Class Members and PAGA**
14 **Group Members**

15 Payments under this Agreement shall be made by the Settlement Administrator as follows,
16 subject to Court approval at the Final Fairness and Approval Hearing.

17 **1. Net Settlement Amount**

18 Each Participating Class Member shall be entitled to a pro rata share of the Net Settlement
19 Amount based on the number of Share Points credited to the Participating Class Member. Therefore,
20 each Class Member for whom the Settlement Data shows one or more Qualifying Class Workweeks
21 shall be credited with the number of Qualifying Class Workweeks shown in the Settlement Data,
22 subject to the process for disputes about Qualifying Class Workweeks set forth below, along with the
23 appropriate number of Share Points based on the formula herein.

24 The Parties agree that the formula for allocating Individual Class Payments to Class Members
25 provided herein is reasonable and that the Individual Class Payments are designed to provide a fair
26 settlement, despite the uncertainties of the amounts alleged to be owed to Class Members and the
27 calculation of them. Using this method of calculating Qualifying Class Workweeks, the Net Settlement
28 Amount shall be divided among individual Class Members using the following formula: Each specific

Individual Class Payment will be calculated by: (a) dividing the Net Settlement Amount by the number of Share Points by all Participating Class Members during the Class Periods, and (b) multiplying the result (the Share Point Rate) by each Participating Class Members' Individual Share Points.

2. The PAGA Fund and Individual PAGA Payments

The Parties agree that \$40,000 is allocated to the PAGA Fund, and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, \$30,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under PAGA and \$10,000 (25%) will form the Individual PAGA Payments to the PAGA Group Members, which shall be calculated and allocated pro-rata on a per-workweek basis and be treated as civil penalties reported as required on an IRS Form 1099. Specifically, each PAGA Group Member shall be entitled to a pro rata share of the Net PAGA Settlement Amount based on the number of Qualifying PAGA Workweeks the PAGA Group Member worked during the PAGA Periods to the extent the Qualifying PAGA Workweeks can be determined from Defendants' records. Therefore, each PAGA Group Member for whom the Settlement Data shows one or more Qualifying PAGA Workweeks shall be credited with the number of Qualifying PAGA Workweeks shown in the Settlement Data, subject to the process for disputes about Qualifying PAGA Workweeks set forth below.

The Parties agree that the formula for allocating Individual PAGA Payments to PAGA Group Members provided herein is reasonable and designed to provide a fair settlement, despite the uncertainties of the amounts alleged to be owed to PAGA Group Members and the calculation of them.

3. Inclusion of Qualifying Class and PAGA Workweeks and Estimated Individual Class/PAGA Payment Information in Notice of Settlement

The Notice of Settlement sent to each Class Member and PAGA Group Member shall state the amount of the Class Member's Qualifying Class Workweeks and Share Points, PAGA Group Member's Qualifying PAGA Workweeks, and the amounts to which a Class Member is entitled to from the Lost Equity Fund (if applicable), as reflected in the Settlement Data. Each Notice of Settlement shall also include an estimate of the Individual Class Payment and Individual PAGA Payment for each Class Member and/or PAGA Group Member.

4. Disputes about Qualifying Workweeks

1 If a Class Member or PAGA Group Member disagrees with the number of Qualifying Class
2 Workweeks or Qualifying PAGA Workweeks stated in his or her Notice of Settlement, he or she may
3 dispute that figure by informing the Settlement Administrator of the number of Qualifying Class
4 Workweeks or Qualifying PAGA Workweeks in dispute by submitting Proof of Work including
5 supporting documentation (such as, without limitation, timekeeping records, settlement statements, or
6 pay stubs) prior to the Response Deadline. However, for any Notice of Settlement that is mailed or re-
7 mailed after the original mailing date, the deadline to dispute information in the Notice of Settlement
8 will be no later than ten (10) days prior to the Final Fairness and Approval Hearing even if such date
9 is less than 60 days from the date of mailing or re-mailing. If there is a dispute, the Settlement
10 Administrator will consult with Class Counsel and Defendants' Counsel to determine whether an
11 adjustment is warranted. However, the Court shall have the sole discretion to determine the outcome
12 of any such disputes if an agreement cannot be reached. The Settlement Data will be presumed
13 determinative if there is a dispute over Qualifying Class Workweeks or Qualifying PAGA Workweeks,
14 unless the Class Member has submitted valid and compelling documentation to support his or her claim
15 to a different number of Qualifying Class Workweeks or Qualifying PAGA Workweeks than the
16 number shown on the Notice of Settlement. As this is not a claims-made settlement, Class Members
17 shall still be bound by this Agreement, regardless of any such submission, unless they submit a
18 completed, signed, and timely Request for Exclusion. In no case shall a dispute result in a payment by
19 Defendants in excess of the Gross Settlement Amount.

20 5. Disbursement of Payments

21 Within 10 days of Defendants' deposit of the Gross Settlement Amount with the Settlement
22 Administrator, the Settlement Administrator will transmit: the attorneys' fees, costs and expenses
23 approved by the Court to Class Counsel; the Service and Release Award approved by the Court to each
24 Plaintiff; the payment pursuant to PAGA to the LWDA; an Individual Class Payment to each
25 Participating Class Member; and Individual PAGA Payment to each PAGA Group Member, based on
26 the respective payment formulas set forth herein.

27 Participating Class Member payments paid from the Net Settlement Amount will not be reduced
28 by any employer tax withholdings. Each Participating Class Member will be responsible for any

1 federal, state, and/or local tax obligations and/or consequences that may arise out of the wage portion
2 of the Individual Class Payments agreed to in this Agreement.

3 It is expressly understood and agreed that the receipt of an Individual Class Payment or
4 Individual PAGA Payment shall not entitle any Participating Class Member or PAGA Group Member
5 to compensation or benefits under any company bonus, contest, or other compensation or benefit plan
6 or agreement in place during the applicable Class Period or PAGA Period, nor shall it entitle any
7 Participating Class Member or PAGA Group Member to any increased retirement, 401(k) or matching
8 benefits, or deferred compensation benefits. The Parties agree that payments made under the terms of
9 this Agreement shall not represent any modification of previously credited length of service or other
10 eligibility criteria under any bonus plan, employee pension benefit plan, or employee welfare plan
11 sponsored by any of the Released Parties, or to which any of the Released Parties are required to make
12 contributions. Further, any payments made under this Agreement shall not be considered compensation
13 in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension
14 benefit plan or employee welfare benefit plan sponsored by any of the Released Parties or to which any
15 of the Released Parties are required to make contributions. It is the Parties' intent that the Individual
16 Class Payments and Individual PAGA Payment provided for in the Settlement are the sole payments
17 to be made by Defendants to the Participating Class Members and PAGA Group Members, and that
18 the Participating Class Members and PAGA Group Members are not entitled to any new or additional
19 compensation or benefits as a result of having received the Individual Class Payments or Individual
20 PAGA Payment, notwithstanding any contrary terms in any agreement, contract, benefit or
21 compensation plan document that might have been in effect during the applicable Class Period or
22 PAGA Period.

23 **L. Tax Treatment and Employer Payroll Taxes**

24 1. No provision of this Agreement or other communications or disclosures is, or was
25 intended, to constitute tax advice within the meaning of United States Treasury Department Circular
26 230 (31 C.F.R., Subtitle A, Part 10, as amended). The Parties further represent they: (1) shall be solely
27 responsible for reporting and paying any applicable federal, state and/or local income tax, employment
28 tax or any other withholding on all taxable income or other benefit they individually receive as

1 consideration exchanged pursuant to this Agreement; (2) have relied exclusively upon their own,
2 independent legal and tax advisors for tax advice in connection with this Agreement; and (3) in keeping
3 with their individual rights to due process, shall not be entitled to rely upon any communication or
4 disclosure by Plaintiffs, Defendants, or the Parties' counsel to avoid the payment of any assessment,
5 penalty, tax, attorneys' fees, and/or other amounts based on the taxability of any consideration provided
6 or exchanged pursuant to this Settlement Agreement.

7 2. The Parties make no representations concerning the taxability, tax treatment, or legal
8 effect of any tax laws on any consideration provided or exchanged pursuant to the Agreement,
9 including any Individual Class Payments or any Individual PAGA Payments. Class Members should
10 consult with their own tax advisors concerning the tax consequences of their receipt of any payment
11 under the Agreement.

12 **M. The Settlement Administrator**

13 1. The Settlement Administrator will perform the duties specified in this Agreement, the
14 CMO, Court Orders, and any other duties incidental to such obligations. The Settlement
15 Administrator's duties shall include, without limitation: establishing the QSF, preparing, translating
16 and distributing the Notice of Settlement and Payment Information Forms; calculating and directing
17 the disbursement of payments to Participating Class Members and PAGA Group Members, Class
18 Counsel, the Plaintiffs and the LWDA; handling inquiries about the calculation of individual settlement
19 payments; preparing and filing any tax documents or filings required by any governmental taxing
20 authority or other governmental agency; sending notices pursuant to the Class Action Fairness Act;
21 providing requested status reports to the Parties' counsel; immediately advising Defendants' and Class
22 Counsel of any Class Members who submit Requests for Exclusions from the Settlement, disputes or
23 objections; providing a due diligence declaration for submission to the Court prior to the final approval
24 hearing; printing and providing Class Members, PAGA Group Members, and the Plaintiffs with I.R.S.
25 Forms 1099 and/or W2 as required under this Agreement and applicable law; arranging for and
26 remitting funds from any uncashed settlement payment to the designated recipient, as determined by
27 the Court; and for such other tasks as the Parties mutually agree or the Court orders the Settlement
28 Administrator to perform. The Settlement Administrator shall maintain commercially reasonable

procedures for securely handling Settlement Data, and shall accept responsibility for and maintain insurance in case of errors in the administration of the Settlement.

2. Settlement administration fees in a reasonable amount shall be paid to the Settlement Administrator from the Gross Settlement Amount. Settlement administration fees are estimated to be approximately [REDACTED] Dollars and Zero Cents (\$[REDACTED]). If the actual cost of settlement administration is less or more than the amount approved by the Court, those funds shall be added to or subtracted from the Net Settlement Amount for allocation to Class Members. All costs associated with settlement administration shall come out of the Gross Settlement Amount.

3. The Settlement Administrator shall be authorized to establish a QSF pursuant to Internal Revenue Service ("IRS") rules and regulations in which the Gross Settlement Amount shall be placed and from which payments required by the Settlement shall be made. One hundred percent (100%) of the amount of each Individual Class Payment to each member of the Contractor Subclass and one hundred percent (100%) of the amount of each Individual PAGA Payment to each PAGA Group Member shall be paid pursuant to a Form 1099, and shall not be subject to withholding. Fifteen percent (15%) of the portion of each Individual Class Payment to each member of the Employee Subclass, which is attributable to Qualifying Employee Subclass Workweeks, shall be allocated to wages and paid pursuant to a Form W-2. The remaining eighty-five percent (85%) of each Individual Class Payment to each member of the Employee Subclass shall be allocated to interest, penalties, and liquidated damages and shall be paid pursuant to a Form 1099. Each Participating Class Member, PAGA Group Member, Class Counsel, and Plaintiffs shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of any payment received pursuant to this Agreement.

4. The Settlement Administrator shall establish a settlement payment center address, and telephone number to receive Class Members' inquiries about the Notice of Settlement, requests to be excluded from the Settlement and settlement payments.

5. In addition, the Settlement Administrator shall establish a static website with a Uniform Resource Locator ("URL") that is agreed upon by the Parties and post this Agreement, the court-approved Notice of Settlement, any preliminary approval order, and the Final Approval Order and

1 Judgment to the website.

2 6. The Parties confirm, and Class Counsel and Defendants' Counsel confirm that they do
3 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
4 the Settlement Administrator that could create a conflict of interest.

5 **N. Time for Payment by Defendants**

6 Within ten (10) days after the Effective Date, Defendants shall provide the Gross Settlement
7 Amount to the Settlement Administrator, which the Settlement Administrator shall place in the QSF.

8 **O. Distribution of Funds**

9 No later than ten (10) calendar days after the deposit of the Gross Settlement Amount by
10 Defendants, the Settlement Administrator shall mail the Individual Class Payments to the Participating
11 Class Members, the Individual PAGA Payments to the PAGA Group Members, the payment to Class
12 Counsel for the Attorneys' Fees and Costs Award, any Service Awards to the Plaintiffs, the payment
13 to the LWDA for its portion of the PAGA Fund, and will pay itself the Settlement Administration
14 Costs.

15 **P. Deadline for Cashing Settlement Checks**

16 Participating Class Members and Aggrieved Employees shall have 180 calendar days after
17 mailing by the Settlement Administrator to cash their settlement checks. The release set forth in this
18 Agreement will be binding upon all Participating Class Members, including those who do not cash
19 their checks within the 180-day period. In the event that any settlement check is returned to the
20 Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five
21 (5) business days of receipt of the returned settlement check, perform a skip trace to locate the
22 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by
23 these means, the Administrator will have ten (10) business days to re-issue the check. Neither
24 Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any
25 liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized
26 negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class
27 Member and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that
28 a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment

1 on such check. If the check in question has not been negotiated prior to the stop payment order, the
2 Settlement Administrator will issue a replacement check.

3 If any Participating Class Member's check is not cashed within the time periods noted above,
4 the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue
5 the unclaimed funds to the California State Controller's Office in the name of the Class Member.

6 If any PAGA Member's check is not cashed within the time periods noted above, the check will
7 be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed
8 funds to the California State Controller's Office in the name of the PAGA Member.

9 **Q. Class/PAGA Counsel Attorneys' Fees and Costs**

10 Defendants agree to not oppose a request by Class Counsel to the Court for an award of
11 attorneys' fees of one-third of the Gross Settlement Amount, plus verified and reasonable litigation
12 costs not to exceed \$30,000. Defendants agree not to oppose any contention by Class Counsel that
13 attorneys' fees should be based on the common fund theory. The Attorneys' Fees and Cost Award shall
14 be paid from the Gross Settlement Amount, and, except for this award, Defendants shall have no further
15 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a
16 lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement
17 Amount to be distributed to the Participating Class Members. Any Court order awarding less than the
18 amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise
19 void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099
20 reflecting the amount of attorneys' fees and costs awarded by the Court. .

21 **R. Services and Release Award to Plaintiffs**

22 Plaintiffs may move the Court for Plaintiffs' Service and Release Awards not to exceed: (1)
23 \$10,000 for Plaintiffs Stokes, Porter, and Gasser, and (2) \$5,000 for Plaintiffs Baldwin, Lewis, Reyes,
24 and Romero. Any Plaintiffs' Service and Release Award awarded by the Court shall be paid from the
25 Gross Settlement Amount. The Service and Release Awards are to compensate each of the Plaintiffs
26 for the risk, time, and expense of his involvement in the Action and securing the benefits of this
27 Agreement for Class Members and the general release of claims as set forth herein. The Service and
28 Release Award is in addition to the Individual Class Payment and/or Individual PAGA Payment that

1 Plaintiffs would otherwise be due under the Settlement as a Class Member and/or PAGA Group
2 Member.

3 The Plaintiffs will be responsible for any federal, state, and/or local tax obligations and/or
4 consequences that may arise out of any Plaintiffs' Service and Release Award. To the extent the Court
5 does not approve any or all of the amount of the Service and Release Award sought by Class Counsel,
6 any amount disallowed by the Court will remain a portion of the Gross Settlement Amount and be
7 distributed in accordance with the terms of this Agreement and the Parties agree that the Settlement
8 shall remain in binding with such modification(s) and its terms will otherwise be unchanged.

9 **IV. LIMITATIONS ON USE OF THIS SETTLEMENT**

10 **A. No Admission of Liability**

11 Neither the acceptance nor the performance by Defendants of the terms of this Agreement, nor
12 any of the related negotiations or proceedings, nor any documents filed in support of the Settlement
13 shall constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or
14 evidence of: (i) any wrongdoing by any Defendant, (ii) any violation of any statute or law by any
15 Defendant, (iii) any liability on the claims or allegations in the Action or any other proceeding, or (iv)
16 the propriety of certifying a litigation class in the Action or any other proceeding, and shall not be used
17 for any purpose whatsoever in any legal proceeding other than a proceeding to enforce the terms of the
18 Settlement.

19 **B. Nullification**

20 If the Court for any reason does not finally approve this Settlement, this Agreement shall be
21 null and void and all Parties to this Settlement shall stand in the same position, without prejudice, as if
22 the Settlement had been neither entered into nor filed with the Court.

23 Invalidation of any material portion of this Agreement shall invalidate this Settlement in its
24 entirety unless the Parties shall agree in writing that the remaining provisions shall remain in full force
25 and effect.

26 **V. RELEASED CLASS CLAIMS AND RELEASED PAGA CLAIMS BY THE** 27 **SETTLEMENT CLASS MEMBERS AND PAGA GROUP MEMBERS**

28 Upon entry of the Final Approval Order and Judgment, the Effective Date occurring and

Defendants funding the Gross Settlement Amount, all Participating Class Members, on behalf of themselves, and each of their respective heirs, representatives, successors, assigns, executors, agents, personal representatives, affiliated business entities (if any), fully releases and forever discharges the Released Parties from any and all Released Class Claims that accrued during the Class Periods.

Upon entry of the Final Approval Order and Judgment, the Effective Date occurring and Defendants funding the Gross Settlement Amount, all PAGA Group Members and Plaintiffs, on behalf of themselves, and each of their respective heirs, representatives, successors, assigns, executors, agents, personal representatives, affiliated business entities (if any) and attorneys, fully release and forever discharge the Released Parties from any and all Released PAGA Claims that accrued during the PAGA Period.

VI. RELEASE BY THE PLAINTIFFS

Upon entry of the Final Approval Order and Judgment, the Effective Date occurring and Defendants funding the Gross Settlement Amount, the Plaintiffs Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero, for themselves individually, their respective successors, assigns, agents, executors, heirs and personal representatives, and/or affiliated business entities, spouse and attorneys, and any and all of them, voluntarily and with the advice of counsel, waive and fully release and forever discharge the Released Parties from any and all claims, liabilities, agreements, obligations, losses, damages, costs, expenses, attorneys' fees, injuries, demands, indemnities and causes of action of every kind and nature in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, including but not limited to those arising out of or in any way connected with Plaintiffs' relationships with any of the Released Parties, or any other occurrences, actions, omissions or claims whatever, known or unknown, suspected or unsuspected, which the Plaintiffs now own or hold or have at any time heretofore owned or held as against any of the Released Parties.

Plaintiffs Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero each hereby further release all unknown claims against any of the Released Parties, covered by California Civil Code Section 1542 provides:

1 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
2 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
3 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
4 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
5 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
6 **DEBTOR OR RELEASED PARTY.”**

7 The Plaintiffs expressly waive the provisions of Section 1542 with full knowledge and with the
8 specific intent to release all known or unknown, suspected or unsuspected, claims arising on or before
9 the Effective Date of the Settlement, and, therefore, specifically waive the provisions of any statute,
10 rule, decision, or other source of law of the United States or of any state of the United States or any
11 subdivision of a state which prevents release of unknown claims.

12 **VII. MISCELLANEOUS PROVISIONS**

13 **A. Amendments**

14 This Agreement may only be modified or changed by a writing signed by the Parties or by their
15 counsel.

16 **B. Integrated Agreement**

17 After this Agreement is signed and delivered by all Parties to the Action and their counsel, this
18 Agreement and its exhibits will constitute the entire agreement between the Parties to the Action
19 relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants,
20 or inducements have been made to any Party concerning this Agreement or its exhibits other than the
21 representations, warranties, covenants, and inducements expressly stated in this Agreement and its
22 exhibits.

23 **C. No Inducements**

24 Plaintiffs and Defendants acknowledge that they are entering into this Agreement as a free and
25 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that
26 neither Plaintiffs nor Defendants have relied on any promises, representations, or warranties regarding
27 the subject matter hereof other than as set forth in this Agreement.

28 **D. No Prior Assignment**

 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity

any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

E. No Retaliation or Advice

Defendants agree not to retaliate against any Class Member, and Defendants will not induce or offer any advice to any Class Member to opt out of, or object to, the Settlement.

F. Attorneys' Fees

To the extent that any Party institutes any legal action, arbitration, or other proceeding to enforce the terms of the Settlement, the prevailing Party will be entitled to recover their reasonable attorneys' fees and costs from the other Party or Parties.

G. Applicable Law

All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

H. Entry of Judgment Pursuant to Terms of Settlement

The Parties agree that upon granting final approval of the Settlement, the Court may enter final judgment pursuant to the terms of this Settlement.

I. Continuing Jurisdiction of the Court

The Parties agree that the Court shall retain jurisdiction over the Parties, and over this Agreement, in order to: (i) monitor and enforce compliance with this Agreement, Final Approval Order and Judgment and/or any related order of this Court; and/or (ii) resolve any disputes over this Agreement or the administration of the benefits of this Settlement.

J. Notices

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL:

Brian J. Mankin, Esq.
brian@lmlfirm.com
Peter J. Carlson, Esq.
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, California 92504

COUNSEL FOR DEFENDANTS:

Christopher C. McNatt, Jr. (SBN 174559)
cmcnatt@scopelitis.com
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, L.L.P.
2 North Lake Avenue, Suite 560
Pasadena, CA 91101
Phone: (626) 795-4700

Andrew J. Butcher
abutcher@scopelitis.com
Jared S. Kramer
jskramer@scopelitis.com
Matthew H. Payne
mpayne@scopelitis.com
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.
30 West Monroe Street, Suite 1600
Chicago, IL 60603
Phone: (312) 255-7200

K. Binding on Successors

This Agreement shall be binding and shall inure to the benefit of the Parties to the Action and their respective successors, assigns, executors, administrators, heirs, and legal representatives.

L. No Prevailing Party

No Party shall be considered a prevailing party for any purpose. Except as otherwise provided for in this Agreement, each Party shall bear its or their own attorney fees and costs.

M. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument.

N. Warranties and Representations

1 With respect to themselves, each of the Parties to this Action and or their agent or counsel
2 represents, covenants, and warrants that they have full power and authority to enter and consummate
3 all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and
4 performance of this Agreement.

5 **O. Representation by Counsel**

6 The Parties to this Action acknowledge that they have been represented by counsel throughout
7 all negotiations that preceded the execution of this Agreement, and that this Agreement has been
8 executed with the consent and advice of counsel.

9 **P. Parties' Authority**

10 The signatories hereto hereby represent that they are fully authorized to enter into this
11 Agreement and bind the Parties to the terms and conditions of this Settlement.

12 **Q. Limitations on Disclosure**

13 Plaintiffs and Defendants agree that (except for purposes of enforcement) they shall not issue any
14 press release regarding the Settlement. Plaintiffs, Defendants, and their respective counsel agree that
15 they shall not respond substantively to any press inquiry or otherwise communicate with the press
16 regarding this Settlement. Class Counsel shall not utilize this Settlement in any way in their marketing
17 or advertising materials or website. Notwithstanding the above, Class Counsel may communicate to
18 any court the terms of the Settlement for purposes of conditional class certification, and for preliminary
19 approval and final approval of the Settlement.

20 This Agreement, the Settlement, and any proceedings or actions or negotiations in connection
21 therewith shall be deemed settlement communications covered by California Evidence Code Sections
22 1115-1128, 1152-1154, Federal Rule of Evidence 408, and any other similar provisions or law, and
23 shall not be construed as an admission of truth of any allegation or the validity of any cause of action
24 or claim asserted or of any liability therein.

25 **IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly**
26 **authorized attorneys, as of the day and year herein set forth.**

27
28 Dated: 1/30/2026

PLAINTIFF AND CLASS REPRESENTATIVE

Andre L. Stokes
Andre L. Stokes (Jan 30, 2026 12:29:52 PST)

Andre Stokes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Steven Porter

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Todd Gasser

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Curtis Baldwin

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Robb Lewis

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Antonio Reyes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Bernardo Romero

Dated: 1.29.26

DEFENDANT HIRSCHBACH MOTOR LINES, INC.



By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26

DEFENDANT JOHN CHRISTNER TRUCKING, LLC



By: Cole Foster

Dated: Jan 30, 2026

Andre Stokes

PLAINTIFF AND CLASS REPRESENTATIVE

~~Steven Porter~~ Steven Porter (Jan 30, 2026 07:15:24 PST)

Steven Porter

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Todd Gasser

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Curtis Baldwin

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Robb Lewis

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Antonio Reyes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Bernardo Romero

Dated: 1.29.26

DEFENDANT HIRSCHBACH MOTOR LINES, INC.



By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26

DEFENDANT JOHN CHRISTNER TRUCKING, LLC



By: Cole Foster

Andre Stokes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Steven Porter

Dated: Feb 3, 2026

PLAINTIFF AND CLASS REPRESENTATIVE

Todd Gasser
Todd Gasser (Feb 3, 2026 09:13:22 PST)

Todd Gasser

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Curtis Baldwin

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Robb Lewis

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Antonio Reyes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Bernardo Romero

Dated: 1.29.26

DEFENDANT HIRSCHBACH MOTOR LINES, INC.

Cole M Foster

By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26

DEFENDANT JOHN CHRISTNER TRUCKING, LLC

Cole M Foster

By: Cole Foster

Andre Stokes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Steven Porter

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Todd Gasser

Dated: Jan 29, 2026

PLAINTIFF AND CLASS REPRESENTATIVE


Curtis Baldwin sr (Jan 29, 2026 21:00:01 PST)

Curtis Baldwin

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Robb Lewis

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Antonio Reyes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Bernardo Romero

Dated: 1.29.26

DEFENDANT HIRSCHBACH MOTOR LINES, INC.



By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26

DEFENDANT JOHN CHRISTNER TRUCKING, LLC



By: Cole Foster

Andre Stokes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Steven Porter

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Todd Gasser

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Curtis Baldwin

Dated: Jan 30, 2026

PLAINTIFF AND CLASS REPRESENTATIVE


Robb Lewis Jr (Jan 30, 2026 20:49:23 CST)

Robb Lewis

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Antonio Reyes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Bernardo Romero

Dated: 1.29.26

DEFENDANT HIRSCHBACH MOTOR LINES, INC.



By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26

DEFENDANT JOHN CHRISTNER TRUCKING, LLC



By: Cole Foster

Andre Stokes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Steven Porter

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Todd Gasser

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Curtis Baldwin

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Robb Lewis

Dated: Jan 30, 2026

PLAINTIFF AND CLASS REPRESENTATIVE

 (Jan 30, 2026 07:39:59 PST)

Antonio Reyes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Bernardo Romero

Dated: 1.29.26

DEFENDANT HIRSCHBACH MOTOR LINES, INC.



By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26

DEFENDANT JOHN CHRISTNER TRUCKING, LLC



By: Cole Foster

Andre Stokes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Steven Porter

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Todd Gasser

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Curtis Baldwin

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Robb Lewis

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Antonio Reyes

Dated: Jan 29, 2026

PLAINTIFF AND CLASS REPRESENTATIVE


Bernardo Romeo (Jan 29, 2026 22:06:53 CST)

Bernardo Romero

Dated: 1.29.26

DEFENDANT HIRSCHBACH MOTOR LINES, INC.



By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26

DEFENDANT JOHN CHRISTNER TRUCKING, LLC



By: Cole Foster

Andre Stokes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Steven Porter

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Todd Gasser

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Curtis Baldwin

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Robb Lewis

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Antonio Reyes

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Bernardo Romero

Dated: 1.29.26

DEFENDANT HIRSCHBACH MOTOR LINES, INC.



By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26

DEFENDANT JOHN CHRISTNER TRUCKING, LLC



By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26

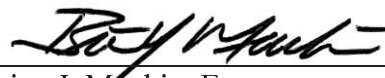
DEFENDANT HIRSCHBACH, INC.


By: Cole Foster
Title: Senior Attorney

APPROVED AS TO FORM:

Dated: 2/3/2026

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP


Brian J. Mankin, Esq.
Attorneys for Plaintiffs

Dated: 1/29/2026

DEFENSE COUNSEL:
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.


Christopher C. McNatt, Jr., Esq.
Jared S. Kramer, Esq.
Attorneys for Defendants

4937-0816-5492, v. 9

EXHIBIT “B”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Steven Porter, et al. v. John Christner Trucking, LLC, et al.
(Riverside County Superior Court, Case No. CVRI2406864)

***The Riverside 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 a class action lawsuit filed by Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero ("Plaintiffs" or "Class Representatives") against Defendants John Christner Trucking, LLC, Hirschbach, Inc., and Hirschbach Motor Lines, Inc. (the "Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") for alleged violations of California law, including the California Labor Code (the "Action").

Plaintiffs brought the Action on behalf of the "Class Members", defined to include two distinct groups of workers: (1) the "Contractor Subclass" comprised of "all current and former California resident truck drivers who entered into a written contract to provide equipment and delivery services for any of the Defendants, on behalf of themselves or a business they owned, performed services for Defendants in the State of California, and were classified by any of the Defendants as independent contractors at any time during the Contractor Subclass Period (which is September 30, 2020, through **INSERT DATE**)", and (2) the "Employee Subclass" comprised of "all current and former California resident truck drivers employed by Defendants who drove in California at any time during the Employee Subclass Period (which is March 11, 2020, through **INSERT DATE**)."

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest, and attorneys' fees on behalf of all Class Members during the Class Period; and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all PAGA Group Members, who are defined as "(a) all current and former California resident truck drivers employed by Defendants who drove in California at any time during the PAGA Period; and (b) all current and former California resident truck drivers who entered into a written contract to provide equipment and delivery services to any of the Defendants, performed services for any of the Defendants in the State of California, and were classified by Defendants as independent contractors at any time during the PAGA Period." The "PAGA Period" is March 8, 2023, through **INSERT DATE**. 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 PAGA Group Members for alleged violations of the Labor Code. Under California law, 75% of any payment for civil penalties under PAGA must be paid to the LWDA and the remaining 25% is paid to all PAGA Group Members.

The proposed Settlement has two main parts: (1) a Class Settlement that will fund Individual Class Payments to Class Members, and (2) a PAGA Settlement will fund Individual PAGA Payments to PAGA Group members and payment to the LWDA. Based on Defendants' records, and the formulas set forth in the Parties' settlement agreement, your Individual Class and PAGA Payments (if any) are shown in the charts below, along with the applicable data points from which these estimates are derived. *Please note:* Class Members are credited with 1 Share Point for each week in which they performed services while classified as an employee of one of the Defendants. Class Members are credited with 3 Share Points for each week during which they performed services while classified as an independent contractor for one of the Defendants. A portion of the Settlement also includes a Lost Equity Fund, which will be paid in equal amounts to Class Members that are part of the Contractor Subclass and had active equipment leases involuntarily terminated by Defendants in June or July 2025.

[*CLASS MEMBER NAME*] [*ID/CONTROL NUMBER*]

<i>Calculations and Data Points for Estimated Individual Class Payment</i>				
Qualifying Contractor Subclass Workweeks	Qualifying Employee Subclass Workweeks	Total Share Points	Share of Lost Equity Fund	<i>Estimated Individual Class Payment</i>
INSERT	INSERT	INSERT	INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Qualifying PAGA Workweeks	Estimated Individual PAGA Payment
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 have any Qualifying PAGA Workweeks 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 **INSERT DATE**, ("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 PAGA Group Members to give up their rights to assert certain claims against Defendants.

If you qualify as a Class Member under this Settlement, you have a few options, which are 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 form by [REDACTED] (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 PAGA Group Members, and PAGA Group Members will be bound by the release of the Released PAGA claims regardless of whether they opt out of the Class Settlement. 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 Form stating why you object to the settlement by [REDACTED] (see Section 7 for more details on how to object). You cannot object to the PAGA portion of the proposed Settlement.
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to CPT Group ("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 Qualifying Class Workweeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED

DATE: INSERT DATE

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 were truck drivers who provided delivery services for Defendants. The Action contends Defendants violated California law due to the alleged: misclassification of the Contractor Subclass as independent contractors rather than as employees, failure to pay minimum wages, failure to pay regular wages, failure to reimburse business expenses, failure to pay for rest and recovery periods, failure to provide accurate itemized wage statements, failure to maintain records, improper deduction of wages, failure to timely pay wages during employment, failure to timely pay final wages at termination, and unfair business practices, including claims of unfair and unlawful competition for lost equity arising from allegations that Defendants deprived individuals in the Contractor Subclass who participated in Defendants' "lease purchase" program of equity accrued in vehicles they leased when their lease was terminated prior to completion of the lease term. Plaintiffs also asserted claims for civil penalties under PAGA for the same violations.

Defendants strongly deny violating any laws, misclassifying any drivers as independent contractors, or failing to pay any wages. They contend that they complied with all applicable laws and are not liable for any of the claims asserted by Plaintiffs.

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 PAGA Group Members. So far, the Court has made no determination regarding whether Defendants or Plaintiffs are 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. A final determination of those issues will be addressed at the final hearing. The Court preliminarily approved the 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 \$1,200,000 as the Gross Settlement Amount (the "Settlement Amount"). Defendants have agreed to pay a total Settlement Amount of \$1,200,000. 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, the Lost Equity Fund, Class Representatives' Service and Release Awards, 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 approximately 71 days after Final Approval (please note: this payment date is estimated; 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 (\$400,000) to Class Counsel for attorneys' fees, plus reasonable costs and expenses, not to exceed \$30,000. To date, Class Counsel have worked incurred expenses on the Action without payment.

B. \$9,500 to the Settlement Administrator for services administering the Settlement.

C. \$120,000 for the “Lost Equity Fund”, which shall be paid from the Gross Settlement Amount, divided and payable in equal shares to: (1) Participating Class Members, that (2) are members of the Contractor Subclass, and that (3) had active equipment leases involuntarily terminated by Defendants in June or July 2025.

D. Up to \$40,000 for PAGA Penalties, with seventy-five percent (75%) allocated to the LWDA PAGA Payment and twenty-five percent (25%) allocated to the PAGA Group Members as Individual PAGA Payments calculated based on each PAGA Group Member's share of Qualifying PAGA Workweeks.

E. Service and Release Awards to Plaintiffs for their service to the Class and for broader individual general releases they are providing to Defendants in the following amounts subject to Court approval: (1) up to \$10,000 each for Plaintiffs Stokes, Porter, and Gasser, and (2) up to \$5,000 each for Plaintiffs Baldwin, Lewis, Reves, and Romero.

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

3. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute 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 “Share Points” during the Class Period. In this regard, each Class Members’ “Share Points” will be calculated as follows: (1) each week during which a Class Member performed services while classified as an independent contractor for one of the Defendants during the Contractor Subclass Period shall be credited with 3 Share Points, and (2) each week during which a Class Member performed services while classified as an employee of one of the Defendants during the Employee Subclass Period shall be credited with 1 Share Point.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation for tax purposes as follows: (A) 100% of the payments to the Contractor Subclass shall be paid pursuant to IRS Form 1099 and shall not be subject to withholding, (B) 100% of the payments of Individual PAGA Payments to each PAGA Group Member shall be paid pursuant to IRS Form 1099 and shall not be subject to withholding, and (C) 15% of the portion of each Individual Class Payment to each member of the Employee Subclass, which is attributable to weeks during which the Class Member performed services while classified as an employee of one of the Defendants, shall be allocated to wages and paid pursuant to IRS Form W-2 (the “Wage Portion”), with the remaining 85% of each Individual Class Payment to each member of the Employee Subclass allocated to interest, penalties, and liquidated damages and paid pursuant to an IRS Form 1099 (the “Non-Wage Portion”). Defendants will separately pay employer payroll taxes it owes on the portion of the settlement amount allocated as wages.

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, CPT Group (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 the Effective Date occurs, 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 John Christner Trucking, LLC, Hirschbach, Inc., and Hirschbach Motor Lines, Inc., and all of their present and former officers, director, employees, and agents) based on the facts alleged in the Action for the duration of the Class Periods, which are resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members release the Released Parties from “any claims alleged in the Consolidated Complaint and any claims based upon the facts alleged in the Consolidated Complaint, including: claims for misclassification, unpaid wages, failure to pay minimum wages, failure to pay regular wages, failure to reimburse business expenses, failure to pay for rest and recovery periods, lost equity, failure to provide accurate itemized wage statements, failure to maintain records, improper deduction of wages, failure to timely pay wages during employment, failure to timely pay final wages at termination, and unfair business practices. The Released Class Claims include all claims arising under federal and state law based on the facts or claims asserted in the Consolidated Complaint, including the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*; and California Labor Code sections 200, 201, 202, 203, 218.6, 221, 223, 226, 226.2, 226.3, 226.8, 558, 1194, 1194.2, 1197, and 2802; as well as all such claims brought under California Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200 *et seq.*, including claims of Unfair and Unlawful Competition for lost equity arising from allegations that Defendants deprived individuals who participated in Defendants’ “lease purchase” program of equity accrued in vehicles they leased when their lease was terminated prior to completion of the lease term. The Released Class Claims includes claims for restitution, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, equitable remedies, and/or pre- or post-judgment interest at any time during the Class Period to the extent such claims arise from the facts or claims asserted in the Consolidated Complaint.

10. Released PAGA Claims. After the Court’s Judgment is final and the Effective Date occurs, Plaintiffs, on behalf of themselves, the State of California, and the LWDA shall release the Released Parties from “any PAGA Claims that Plaintiffs alleged against the Defendants or Released Parties and any PAGA claims based on the facts alleged in the Consolidated Complaint and PAGA Letters, including all claims seeking civil penalties under PAGA premised upon claims for: misclassification, unpaid wages, failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages, failure to reimburse business expenses, failure to pay for rest and recovery periods, lost equity, failure to provide accurate itemized wage statements, failure to maintain records, payroll recordkeeping, reporting time, improper deduction of wages, failure to pay sick wages at the regular rate, failure to timely pay wages during employment, failure to timely pay final wages at termination, and all other claims for civil penalties recoverable under PAGA based on the facts or claims alleged in the PAGA Letters and Consolidated Complaint, including claims for civil penalties under PAGA based on alleged violations of California Labor Code §§ 200, 201, 202, 203, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.8, 558, 1194, 1194.2, 1197, and 2802, as well as California Industrial Welfare Commission Wage Order No. 9, § 4 and California Code

of Regulations, title 8, § 11090. The Released PAGA Claims shall also include all claims for restitution, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated damages, equitable remedies, and/or pre- or post-judgment interest at any time during the PAGA Period to the extent such claims arise from the PAGA claims asserted in the Consolidated Complaint. The Released PAGA Claims shall include all such claims accrued during the PAGA Period.

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 Share Points credited to the Participating Class Members, and (b) multiplying the result by each Participating Class Members' Share Points. Additionally, certain members of the Contractor Subclass are entitled to share in the Lost Equity Fund if they: (1) are Participating Class Members, that (2) are members of the Contractor Subclass, and (3) had active equipment leases involuntarily terminated by Defendants in June or July 2025.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000 by the total number of Qualifying PAGA Workweeks for all PAGA Group Members during the PAGA Period and (b) multiplying the result by the number of Qualifying PAGA Workweeks by each individual PAGA Group Member during the PAGA Period.

3. Disputing Qualifying Class Workweeks and/or Share Points. The number of Qualifying Workweeks with which you are credited (and Share Points you are credited with) 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 Qualifying Class Workweeks / Share Points credited to you by complying with the requirement to submit "Proof of Work" documentation as follows:

If a Class Member or PAGA Group Member disagrees with the number of Qualifying Class Workweeks or Qualifying PAGA Workweeks stated in his or her Notice of Settlement, he or she may dispute that figure by informing the Settlement Administrator of the number of Qualifying Class Workweeks or Qualifying PAGA Workweeks in dispute by submitting "Proof of Work" including supporting documentation (such as, without limitation, timekeeping records, settlement statements, or pay stubs) prior to the Response Deadline.

As used herein, "Proof of Work" means documents that a Class Member or PAGA Group Member may submit to the Settlement Administrator to show that he or she is entitled to payment based upon a different number of Qualifying Class Workweeks or Qualifying PAGA Workweeks than the number calculated by the Settlement Administrator based upon Defendants' Settlement Data. To be considered as part of the process of disputing Qualifying Workweeks, Proof of Work must: (1) state the Class Member or PAGA Group Member's full name, address, and the last four digits of his or her Social Security Number (for identification purposes only); (2) state, in writing, the reasons why he or she believes an additional amount is owed and include any documentations supporting that claim; (3) be signed by the Class Member or PAGA Group Member or his/her legal representative; and (4) be mailed to the Settlement Administrator and postmarked no later than the Response Deadline.

You need to support your dispute by sending Proof of Work as described above to the Settlement Administrator; Section 9 of this Notice has the Settlement Administrator's contact information. The Settlement Administrator will accept Defendants' data and 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 PAGA Group Members. The Administrator will send, by U.S. mail, checks to every Participating Class Member (which includes every Class Member who does not opt-out) and qualified

PAGA Group Member. The check will combine the Individual Class Payment and the Individual PAGA Payment.

2. PAGA Group Members Only (Non-Participating Class Members). If you opted out of the Class settlement, but qualify as a PAGA Group Member, then the Settlement Administrator will send, by U.S. mail, Individual PAGA Payment checks to every PAGA Group Member, 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. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is INSERT RESPONSE DEADLINE**). 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, as to the Released Class Claims.

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 and will be bound by the Released PAGA Claims.

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, on the enclosed Objection Form and include any and all evidence and supporting papers. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before **INSERT DATE**. If you do not comply with these procedures and the deadline for objections, 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 _____, at _____ a.m./p.m., the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, 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. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. 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.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the enclosed Request for Exclusion Form, or Objection Form, or the Settlement itself, 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 should contact the Settlement Administrator for more information or to request that a copy of this Notice and request for Exclusion and Objection Forms be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below (you may also seek advice and guidance from your own private

attorney at your own expense if you desire).

Class Counsel	Settlement Administrator
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Name Mailing Address Telephone Number

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 attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on **INSERT DATE** and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2406864) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

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 California State Controller's 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 “C”

REQUEST FOR EXCLUSION FORM

Steven Porter, et al. v. John Christner Trucking, LLC, et al.
(Riverside County Superior Court, Case No. CVRI2406864)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Porter, et al. v. John Christner Trucking, LLC, et al.* (Riverside Superior Court Case No. CVRI24068647). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as a PAGA Group Member (see first page of the Notice), I will receive an Individual PAGA Payment even if I exclude myself.

Signed on _____

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name

Mailing Address

Telephone Number

4937-5251-8788.

EXHIBIT “D”

OBJECTION FORM

Steven Porter, et al. v. John Christner Trucking, LLC, et al.
(Riverside County Superior Court, Case No. CVRI2406864)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Porter, et al. v. John Christner Trucking, LLC, et al.* (Riverside Superior Court Case No. CVRI2406864) on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name
Mailing Address
Telephone Number

EXHIBIT “E”



LAUBY, MANKIN & LAUBY LLP

March 8, 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

John Christner Trucking, LLC
2460 Kerper Blvd.
Dubuque, IA 52001

Hirschbach, Inc.
2460 Kerper Blvd.
Dubuque, IA 52001

Hirschbach Motor Lines, Inc.
2460 Kerper Blvd.
Dubuque, IA 52001

Re: PAGA Civil Penalty Claim
Andre Stokes v. John Christner Trucking, LLC, et al.

To the Labor and Workforce Development Agency, John Christner Trucking, LLC, Hirschbach, Inc., Hirschbach Motor Lines, Inc., 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 Andre Stokes (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against his former employer(s), John Christner Trucking, LLC, Hirschbach, Inc., Hirschbach Motor Lines, Inc. and/or any affiliated entities, as well as its owners/officers (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, 246, 256, 558, 1174, 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 February 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 paid on a piece-rate basis but did not receive separate hourly compensation at no less than the minimum wage for all 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 Company failed to pay all

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

required minimum and regular wages to Claimant and the Aggrieved Employees due to the 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. Additionally, the Company often required Claimant and the Aggrieved Employees to complete tasks on their "off days" (when they were not on the clock), including tasks related to dispatching and scheduling. Furthermore, the Company failed to pay Claimant and the Aggrieved Employees for all agreed-upon wages (*i.e.*, the Company paid a "day rate" yet, when the work spanned two calendar days, the Company only paid for a single day of work). Finally, 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. As a result of these policies 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, in violation of California law. *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law "do[es] not allow employers to require employees to routinely work for minutes off the clock without compensation"); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when employee is under company's control and where the tasks served the employer's interests).

Also, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without sufficient 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, 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

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504

IMI

Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

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.

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 did not receive proper payment of all wages owed due to the facts outlined above. 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.

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

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 without sufficient 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.

FAILURE TO PROVIDE AND PAY MANDATED SICK TIME

(Labor Code § 246)

Labor Code § 246 provides that “[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.” Here, the Company failed to provide mandated sick pay as required by Labor Code § 246 and, further, failed to pay sick pay at the proper rate. Labor Code § 246(l)(1) provides that paid sick time must be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.” Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” Here, the Company only paid sick time at the base rate of pay (not factoring in the piece-rate compensation as required by Labor Code §§ 246(l)(1-2). As such, penalties may be assessed pursuant to Labor Code § 2699.

**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,. As a result, penalties may be assessed pursuant to Labor Code §§ 203, 210, 256, and/or 2699.

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

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, 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; failure to identify the 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

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

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.

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.

///

///

///

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

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@lmfirm.com



LAUBY, MANKIN & LAUBY LLP

September 30, 2024

Submitted 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

John Christner Trucking, LLC
2460 Kerper Blvd.
Dubuque, IA 52001

Hirschbach, Inc.
2460 Kerper Blvd.
Dubuque, IA 52001

Hirschbach Motor Lines, Inc.
2460 Kerper Blvd.
Dubuque, IA 52001

Re: PAGA Civil Penalty Claim
Steven Porter v. John Christner Trucking, LLC, et al.

To the Labor and Workforce Development Agency, John Christner Trucking, LLC, Hirschbach, Inc., Hirschbach Motor Lines, Inc., 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 Steven Porter (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against his employers, John Christner Trucking, LLC, Hirschbach, Inc., Hirschbach Motor Lines, Inc., any affiliated entities, and the companies’ respective owners/officers (the “Owners”) (collectively, the “Company”) for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 246, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, among possibly other sections inadvertently omitted, and/or sections of the applicable IWC Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company from 2008 through the present as a truck driver. However, the Company engaged in a practice of willfully misclassifying Claimant as an independent contractor. And, despite that the Company later switched Claimant and other truck drivers to employees, the Company continued committing the wage-and-hour violations alleged herein (and all claims herein are alleged to have occurred during the entire period). Thus, Claimant alleges that he and all other truck drivers 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 employment.

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

Notably, at all relevant times, the Company engaged in a practice of willfully misclassifying the Aggrieved Employees as independent contractors. Under Labor Code § 2775, the Aggrieved Employees are/were employees, not independent contractors, and the Company cannot meet its burden of proving otherwise because:

- A. The Aggrieved Employees are/were subject to the control and direction of the Company in connection with the performance of their work, under contract and in fact, especially where the Company retained the right to terminate the Aggrieved Employees “without cause.” *Ayala v. Antelope Valley Newspapers, Inc.* (2014) 59 Cal.4th 522, 531 (the right to discharge without cause is “[p]erhaps the strongest evidence of the right to control” because the “power of the principal to terminate the services of the agent [without cause] gives him the means of controlling the agent's activities”); *Linton v. DeSoto Cab Co., Inc.* (2017) 15 Cal.App.5th 1208, 1222 (“the right to terminate the employment at will” constitutes “ultimate control”),
- B. The Aggrieved Employees performed work that was the core business of the company (e.g., cargo pickup and delivery, etc.), and therefore the tasks were not outside the usual course of the Company’s business, and
- C. The Aggrieved Employees were not customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed by the Company.

Also, at all relevant times, Claimant and the Aggrieved Employees were subject to the direction and control of the Company in regard to work assignments, scheduling requirements, and days of work. Furthermore, the Company directly and indirectly exercised control over the wages, hours, and working conditions of Claimant and the Aggrieved Employees. At all relevant times, the daily schedule for Claimant and the Aggrieved Employees was controlled solely by the Company, and the Company told them the exact time and location for all daily appointments. Furthermore, through the performance of their job duties, Claimant and the Aggrieved Employees performed an integral and entirely essential aspect of the Company’s business. In fact, Claimant and the Aggrieved Employees were tasked to perform the one and only service that the Company provided: cargo pickup and delivery. In this role, Claimant and the Aggrieved Employees drove trucks owned by the Company that were plastered with the Company’s logo and information and operated under the Company’s Department of Transportation authority (while using the Company’s insurance). Additionally, the customers are and/or were the Company’s customers, not those of Claimant or the Aggrieved Employees. Claimant and the Aggrieved Employees were also prohibited from performing similar services for other companies and, thus, were not engaged in an independently established trade, occupation or business of the same nature as the work performed by the Company. And, perhaps most importantly, the Company retained the right to terminate Claimant and the Aggrieved Employees’ working relationship without cause and at its discretion. Despite these facts, the Company misclassified Claimant and the Aggrieved Employees as independent contractors.

In addition to the misclassification claims, Claimant and the Aggrieved Employees were subjected to a multitude of Labor Code violations. For instance, during employment, Claimant and the Aggrieved Employees were not provided proper minimum and regular wages due to the 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 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 Defendants either knew or should have known they were performing. Additionally, Claimant and the Aggrieved Employees

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

were only paid on a piece-rate (per-mile) 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. Furthermore, Claimant and the Aggrieved Employees were not provided proper minimum due to the Company's failure to accurately record and compensate for all hours worked.

Claimant was also not provided 30-minute off-duty meal periods, as mandated by California law, during employment with the Company. As a result of the Company's policies and practices, Claimant was subjected to meal period violations when Claimant was: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal period while under the control of the Company, (3) forced to take a meal period after the 5th hour of work, and (4) not provided a mandated second meal period on occasions for shifts in excess of 10 hours.

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. The Company did not schedule Claimant's rest breaks, Claimant was unable to leave the premises for breaks, and Claimant was often not authorized and/or permitted to take mandated rest breaks due to being overwhelmed by the hectic workload. Furthermore, on occasions when Claimant worked in excess of 10 hours in a shift, the Company failed to authorize and/or permit a third mandated rest break.

Furthermore, at all relevant times, Claimant and the Aggrieved Employees were denied paid rest breaks by virtue of the Company's policy that only paid its truck drivers for miles driven. As Claimant and the Aggrieved Employees could not accrue miles during a rest break, Claimant and the Aggrieved Employees were illegally denied paid rest breaks. Claimant and the Aggrieved Employees were also not provided mandated 30-minute off-duty meal periods. Claimant and the Aggrieved Employees were not paid the mandatory one-hour wage premium for each such meal period or rest break denied. 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, substantial costs and expenses for truck lease payments and maintenance on the truck, along with acquiring and maintaining a smart phone and related monthly data plan to communicate with the Company via phone and text message.

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. Additionally, the Company failed to pay Claimant and the Aggrieved Employees their final wages within the timeframe required by Labor Code §§ 201 – 203. Finally, during employment with the Company, Claimant and the Aggrieved Employees received 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

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

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 were the owners/officers of the Company, and Claimant's and the Aggrieved Employees' actual employer or, in the alternative, were individuals 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.

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, the 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 WILLFUL MISCLASSIFICATION

(Labor Code § 226.8)

Labor Code § 226.8(a) states "It is unlawful for any person or employer to engage in any of the following activities: (1) Willful misclassification of an individual as an independent contractor" and/or "(2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services,

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified.”

Labor Code § 226.8(b) states that if “a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.” Labor Code § 226.8(c) further states that if “a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.

In this matter, the Company willfully and knowingly misclassified Claimant and all Aggrieved Employees as independent contractors. Therefore, in addition to recovering the amount of attorneys’ fees and cost incurred herein, Claimant is entitled to the assessment of civil penalties in accordance with Labor Code § 226.8, including the stepped-up penalties under Labor Code § 226.8(c).

PAGA ASSESSMENT FOR FAILURE TO PAY WAGES

(Labor Code §§ 204, 210, 221-223, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum and regular wages to Claimant and the Aggrieved Employees due to the practices described herein. This resulted in earned, but unpaid, wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimants and the Aggrieved Employees performed work for the Company without receiving proper payment of the requisite minimum, regular, overtime, and/or doubletime wages. 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, regular, and overtime 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/flat-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.

PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS, REST BREAKS, AND WAGE PREMIUMS

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard,

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

or order of the Industrial Welfare Commission ...” Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.” Section 12 of applicable IWC Wage Order states in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company’s policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee’s regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums and did not do so at the proper rate. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

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.” Here, the Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802.

PAGA ASSESSMENT FOR VIOLATION OF IWC WAGE ORDERS

(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 FAILURE TO PAY ALL WAGES DUE AND OWING EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW

(Labor Code §§ 204, 204.1, 208, 210, 256 and 2699)

Under Labor Code § 204(a), wages 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.” As a result of the Company’s failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 210 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, [...] 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.”

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 in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a “waiting time penalty.” (Labor Code § 203.) 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, 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, 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 (the paystubs failed to accurately reflect total compensable hours); failure to state the number of piece-rate units earned; failure to accurately state gross/net wages earned and all deductions (due to the failure to pay all required wages); 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

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

hours of other nonproductive time, [...] the rate of compensation, and the gross wages paid for that time during the pay period. Additionally, the Company's wage statements violated Labor Code § 226(a) each period due to the failure to pay and report the unpaid wages and premium wages for denied meal/rest breaks under § 226.7. Accordingly, Labor Code §§ 226.3 and 2699 impose civil penalties for these violations.

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 civil penalties in accordance with Labor Code § 2699.

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, and/or § 20 of the IWC Wage Orders, 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 Labor Code § 218.5 and 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 civil penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to his employment or other employees of the Company, he reserves the right to supplement this notice letter.

Respectfully,



By: Peter J. Carlson, Esq.

E-mail: peter@lmfirm.com

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

EXHIBIT “F”