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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 STEVEN PORTER, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

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

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

[PROPOSED] ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;**
 - 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
 - 3) **DIRECTING DISTRIBUTION TO
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND**
 - 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**
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1 Having reviewed the Class Action and PAGA Settlement Agreement (the “Settlement
2 Agreement” or “S.A.”), which is attached as Exhibit A to the Declaration of Brian Mankin in
3 Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on
4 February 18, 2026, between Plaintiffs Steven Porter, Andre Stokes, Todd Gasser, Curtis
5 Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero (“Plaintiffs”) and Defendants John
6 Christner Trucking, LLC, Hirschbach, Inc., and Hirschbach Motor Lines, Inc. (“Defendants”)
7 (collectively, the “Parties”), as well as the Memorandum of Points and Authorities in Support of
8 the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents
9 submitted in support of the motion, and all supporting legal authorities and documents, IT IS
10 HEREBY ORDERED:

11 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
12 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
13 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
14 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
15 review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of
16 arms-length negotiations conducted after the Parties adequately investigated and became familiar
17 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
18 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

19 2. For settlement purposes only, the Court finds that the proposed Class is
20 ascertainable and that there is a sufficiently defined community of interest among the Class
21 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
22 Class and Subclasses, for settlement purposes only:

- 23 a. The “Class Members” are defined as “all members of the Contractor
24 Subclass and the Employee Subclass.”
- 25 b. The “Contractor Subclass” is defined as “all current and former California
26 resident truck drivers who, on behalf of themselves or a business, entered
27 into a written contract to provide equipment and delivery services as
28 independent contracts for any of the Defendants, and performed services

1 for any of the Defendants in the State of California at any time during the
2 Contractor Subclass Period.” And the “Contractor Subclass Period” is the
3 period of September 30, 2020 through the earlier of the Preliminary
4 Approval Date or June 3, 2026.

5 c. The “Employee Subclass” is defined as “all current and former California
6 resident truck drivers employed by any of the Defendants who drove in
7 California at any time during the Employee Subclass Period.” And the
8 “Employee Subclass Period” is the period of March 11, 2020 through the
9 earlier of the Preliminary Approval Date or June 3, 2026.

10 3. Additionally, the “PAGA Group Members” are defined to include: “(a) all current
11 and former California resident truck drivers employed by any of the Defendants who drove in
12 California at any time during the PAGA Period; and (b) all current and former California
13 resident truck drivers who, on behalf of themselves or a business, entered into a written contract
14 to provide equipment and delivery services as independent contractors for any of the Defendants,
15 and performed services for any of the Defendants in the State of California at any time during the
16 PAGA Period.” And the “PAGA Period” is the period from March 8, 2023 through the earlier of
17 the Preliminary Approval Date or June 3, 2026.

18 4. The class action settlement set forth in the Settlement Agreement between
19 Plaintiffs and Defendants is preliminarily approved as it appears to be proper, to fall within the
20 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only
21 to any objections that may be raised at the Final Approval Hearing.

22 5. For settlement purposes only, the Court appoints Plaintiffs Steven Porter, Andre
23 Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero as
24 Class Representatives, and Brian Mankin and Peter Carlson as Class Counsel.

25 6. The Court approves CPT Group to act as the Settlement Administrator, who is
26 directed to fulfill all of the duties and services set forth in the Settlement Agreement.

27 7. The Court approves, as to form and content, the Class Notice, Exclusion Form,
28 and Objection Form (attached hereto as Exhibits A, B, and C, respectively) that the Class

Members may use. The Court further finds the Class Notice, Exclusion Form, and Objection Form fairly apprise the Class Members of the terms of the settlement and of their options in connection with the settlement. Upon receipt of any Objection Form and/or Exclusion Form, the Settlement Administrator shall send copies of the same to Class Counsel.

8. The Settlement Administrator shall file a declaration concurrently with the Motion for Final Approval, authenticating a copy of every Objection Form and Exclusion Form received by the Settlement Administrator.

9. In the event of a continuance of the hearing of the motion for final approval, the Settlement Administrator must give notice of such continuance to any objecting party.

10. Class Members who wish to request exclusion or object to the Settlement via the Exclusion Form and/or Objection Form are directed to mail the appropriate form above to the Settlement Administrator (and not to the Court) within the time periods set forth in the Class Notice. Additionally, Class Members may dispute Weeks Worked by submitting a dispute and following the requirements and time periods set forth in the Notice.

11. The Settlement Administrator is directed to mail the Notice, Request for Exclusion Form, Objection Form and Dispute Form by first class mail to the Class Members in English in accordance with the Settlement Agreement and schedule set forth below.

12. The Court finds that the deadlines and methods set forth in the Settlement Agreement for the mailing of the Notice and related forms described herein meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and satisfy the requirements of California law.

13. The Court directs the Settlement Administrator to perform address verification measures and mail the Notice Packet by first class mail to the Class Members not later than 15 days after it receives the "Settlement Data" as defined in the Settlement Agreement and to carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until forty-five (45) days after the mailing of the Notice Packet to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

15. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member, as set forth in the Settlement Agreement.

16. The following dates shall govern for purposes of this settlement:

March 12, 2026	Preliminary Approval (PA) hearing
April 27, 2026 (45 days after PA + 1 for weekend)	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
June 11, 2026 (45 days after mailing)	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval, or filing response to an objection.
Date: _____, 2026 Time: 8:30 a.m.	Final Approval Hearing <u>Proposed date:</u> August 4, 2026

17. A final approval hearing shall be held in this Court on the date and time above to determine (A) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (B) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (C) the amount of the Service Payment to the Class Representatives. Class Members who object to the Settlement may, but are not required to, appear at the final approval hearing.

1 18. Neither this Order, the Settlement Agreement, nor any document referred to
2 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
3 may be construed as, or may be used by Plaintiffs or the Class Members in this Action as an
4 admission by or against Defendants or any of the other Released Parties (as that term is defined
5 in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

6 19. The Court may, for good cause shown, extend any of the deadlines set forth in
7 this Order. If any Class Member submits an objection to the settlement and the Final Approval
8 Hearing is continued, the Settlement Administrator is directed to give notice of the new hearing
9 date to the objecting party.

10 20. If the Settlement Agreement does not receive final approval or the Effective Date
11 of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

12
13 Date: _____

Honorable Harold Hopp

EXHIBIT “A”

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.

4901-3971-5716, v. 2

EXHIBIT “B”

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 “C”

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] _____

<u>MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:</u>	
<u>Settlement Administrator:</u>	
Name	
Mailing Address	
Telephone Number	