

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

RAMON ANDRADE, as an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

HARBOR TRUCK BODIES, INC., a
California corporation, and DOES 1 through
50, inclusive,

Defendants.

Case No.: 30-2023-01367894-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
HON. MELISSA R. MCCORMICK

ORDER GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Action filed: December 18, 2023

Plaintiff RAMON ANDRADE's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came on regularly for hearing before this Court on July 16, 2026 at 2:00 p.m. Plaintiff moved for preliminary approval of the settlement ("Settlement"). Plaintiff and Defendant HARBOR TRUCK BODIES, INC. (collectively, the "Parties") seek approval of the Settlement which is memorialized collectively in the fully executed Class and PAGA Action Settlement Agreement, First Amendment to Class and PAGA Action Settlement Agreement, Second Amendment to Class and PAGA Action Settlement Agreement and Third Amendment to Class and PAGA Action Settlement Agreement (together, the four documents are hereinafter referred to as the "Settlement Agreement" or the "Settlement"). The Settlement Agreement is attached hereto as Exhibit 1.

NOW, THEREFORE, based upon the Settlement Agreement and upon all of the files, records, proceedings in this matter, and good cause appearing, **IT IS HEREBY ORDERED** that:

- 1 -

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Settlement and its attached forms (the "Notice Packet"), which is attached hereto as Exhibit 2. Attached hereto as Exhibit 3 is the certified Spanish translation of the Notice Packet.

7. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to the Settlement, as set forth in the Settlement Agreement.

8. The Court preliminarily appoints Plaintiff RAMON ANDRADE as Class Representative; and Amir Seyedfarshi, Esq. of Employment Rights Lawyers, APC, and Farrah Mirabel, Esq. of Law Offices of Farrah Mirabel as Class Counsel.

9. The Court preliminarily appoints ILYM Group, Inc. as the Settlement Administrator.

10. The Court orders the Parties, their counsel and the Settlement Administrator to carry out their duties and obligations in accordance with terms of the Settlement Agreement.

11. The Court retains jurisdiction to enforce the settlement pursuant to Cal. Civ. Pro. § 664.6.

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- 3 -

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1. The Settlement is preliminarily approved. All terms used herein shall have the same meaning as defined in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable to the Class.

2. The Court preliminarily certifies the following class for settlement purposes:

All persons within the State of California who are or were employed by Defendant in California and classified as non-exempt employees during any portion of the Class Period (the "Class" or "Class Members").

The Class Period is the period from December 18, 2019 to September 8, 2024.

3. The Gross Settlement Amount is \$450,000. The Court preliminarily approves the following deductions from the Gross Settlement Amount: (1) A Class Counsel Fees Payment not to exceed \$135,000.00 and a Class Counsel Litigation Expenses Payment not to exceed \$10,000.00; (2) A Class Representative enhancement award not to exceed \$2,500.00; and (3) Settlement Administration expenses not to exceed \$8,600.00.

4. The Court hereby also preliminarily approves payment from the Gross Settlement Amount in the amount of \$20,000.00 in total PAGA penalties ("PAGA Payment"). Seventy-five percent (75%) of the PAGA Payment (\$15,000.00) will be paid to the California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) of the PAGA Payment (\$5,000.00) shall be distributed to the aggrieved employees eligible to recover the PAGA Payment, which consist of all persons within the state of California who are or were employed by Defendant in California and classified as non-exempt employees during any portion of the PAGA Period. The PAGA Period is the period from December 12, 2022 to September 8, 2024.

5. A final approval hearing on the question of whether the proposed Settlement, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the Class Representative Service Award should be finally approved as fair, reasonable, and adequate as to the members of the Class, is scheduled in Department CX105 on the date and time set forth in the Implementation Schedule in Paragraph 12 below.

6. The Court approves, as to form and content, the Notice of Class and PAGA Action

- 2 -

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

12. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	Within 14 calendar days after the Court issues the Preliminary Approval Order [S.A., ¶ 4.3.]
b.	Deadline for Settlement Administrator to mail Notice Packet to Class Members	Within 14 calendar days after receiving the Class Data [S.A., ¶ 8.3.2.]
c.	Deadline for Class Members to Object or Request to be Excluded from Settlement	60 calendar days after the date of the initial mailing of the Notice to the Class Members by the Settlement Administrator [S.A., ¶ 8.4.1.]
d.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Class Representative Service Award	16 court days before the Final Approval Hearing
e.	Final Approval Hearing	November 12, 2026 at 2:00 p.m.

IT IS SO ORDERED.

Dated: August 5, 2026

MELISSA R. MCCORMICK
Judge of the Superior Court

- 4 -

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

EXHIBIT 1

Class and PAGA Counsel for their reasonable attorneys' fees incurred to prosecute the Action, approved by the Court.

1.9 "Class and PAGA Counsel Litigation Expenses Payment" means the amount allocated to Class and PAGA Counsel for reimbursement of its reasonable costs incurred to prosecute the Action, approved by the Court.

1.10 "Class and Aggrieved Employee Data" means the Class and PAGA Group Members' identifying information in Defendant's possession including their name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods (if applicable) worked by each within the Class Period and/or PAGA Period.

1.11 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.12 "Class Member and Aggrieved Employee Address Search" means the Administrator's investigation and search for current Class Member and Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members and Aggrieved Employees.

1.13 "Class and PAGA Notice" means the Court approved Notice of Class and PAGA Action Settlement and Hearing for Final Court Approval, to be mailed to Class Members and Aggrieved Employees in English with a Spanish translation, without material variation, in the form attached as Exhibit A to this Agreement.

1.14 "Class Period" means the period from December 18, 2019 to September 8, 2024.

1.15 "Class Representative" means the named Plaintiff in the Action seeking Court approval to serve as a Class Representative. For purposes of this Settlement only, the Parties agree, subject to Court approval, for Plaintiff to be appointed as the Class Representative for the Class.

1.16 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.17 "Court" means the Superior Court of California, County of Orange.

1.18 "Defendant" means Defendant HARBOR TRUCK BODIES, INC.

1.19 "Defense Counsel" means Lizbeth Ochoa and Jill Kleinkauf of Fisher Phillips, LLP.

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Class and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff RAMON ANDRADE ("Plaintiff") on his behalf, others similarly situated, and other aggrieved employees and Defendant HARBOR TRUCK BODIES, INC. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

In addition to the other terms defined in this Class Action and PAGA Settlement, the terms below have the following meaning in this Agreement:

1.1 "Action" means the Plaintiff's lawsuit alleging multiple claims including, wage and hour violations against Defendant captioned *Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc., and DOES 1 through 50, inclusive*, filed on December 18, 2023, in Orange County Superior Court, Case Number: 30-2023-01367894-CU-OE-CXC.

1.2 "Administrator" means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with the Preliminary Approval of the Settlement.

1.4 "Agreement," and/or "Settlement" means this Class Action and PAGA Settlement memorialized in this document.

1.5 "Aggrieved Employee," "Aggrieved Employees" or "PAGA Group Members" mean all persons within the State of California who are or were employed by Defendant in California as a non-exempt hourly employee during any portion of the PAGA Period (defined below in Section 1.35).

1.6 "Class" means all persons within the State of California who are or were employed by Defendant in California and classified as non-exempt employees during any portion of the Class Period (defined below in Section 1.14).

1.7 "Class and PAGA Counsel" means Farrah Mirabel of Law Offices of Farrah Mirabel and Amir Seyedfarshi of Employment Rights Lawyers, APC. For purposes of this Settlement only, the parties agree that Class and PAGA Counsel shall be appointed to represent the Class and Aggrieved Employees in this Action.

1.8 "Class and PAGA Counsel Fees Payment" means the amount allocated to

FP 53062097.1

1

1.20 "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21 "Final Approval" means the Court's order granting final approval of the Settlement.

1.22 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.23 "Final Judgment" or "Judgment" mean the judgment entered by the Court upon Granting Final Approval of the Settlement in the Action.

1.24 "Gross Settlement Amount" means \$450,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Section 4.2. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class and PAGA Counsel Fees Payment, Class and PAGA Counsel Litigation Expenses Payment, Class Representative Service Payment, employee side taxes and the Administration Expenses Payment. No portion of the Gross Settlement Amount will revert to Defendant.

1.25 "Individual Class Payment" or "Individual Class Payments" mean the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.26 "Individual PAGA Payment" or "Individual PAGA Payments" mean the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period as a non-exempt employee by the Aggrieved Employee.

1.27 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.28 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.29 "Net Settlement Amount" means the total amount of money available for payout to Participating Class Members, which is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class and PAGA Counsel Fees Payment, Class and PAGA Counsel Litigation Expenses Payment, employee side taxes and the

Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 **"Non-Participating Class Member"** or **"Non-Participating Class Members"** mean any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31 **"Notice Packet"** means the Class and PAGA Notice, Request for Exclusion form, and Objection Form.

1.32 **"Objection Form"** means the Notice of Objection Form, substantially like the form attached hereto as Exhibit C.

1.33 **"Operative Complaint"** means the First Amended Complaint filed by Plaintiff in the Action.

1.34 **"PAGA Pay Period"** means any pay period during the PAGA Period (defined in 1.35 below) during which an Aggrieved Employee worked for Defendant as a non-exempt employee for at least one shift within a pay period.

1.35 **"PAGA Period"** means the period from December 12, 2022 to September 8, 2024.

1.36 **"PAGA"** means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.37 **"PAGA Notice"** means Plaintiff's letter to Defendant and the LWDA dated December 6, 2023 providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.38 **"PAGA Penalties"** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA.

1.39 **"Participating Class Member"** or **"Participating Class Members"** mean a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.40 **"Plaintiff"** means RAMON ANDRADE, the named plaintiff in the Action.

1.41 **"Preliminary Approval"** or **"Preliminary Approval Order"** means the Court's Order Granting Preliminary Approval of the Settlement.

1.42 **"Released Class Claims"** means the claims released by the Participating Class Members, in consideration for their share of the Individual Class Payment. The Released Class Claims are all claims asserted in the Operative Complaint and any other claims that could have been asserted in the Action based on the facts alleged for: (1) failure to provide legally compliant

1.49 **"Weekweek"** means any work week during which a Class Member worked for Defendant for at least one shift, during the Class Period.

2. RECITALS.

2.1 **Commencement of the Action.** On December 18, 2023, Plaintiff commenced the Action by filing a complaint in Orange County Superior Court against Defendant alleging various causes of action. On February 16, 2024, Plaintiff filed a First Amended Complaint in the Action alleging individual, class and PAGA claims. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint").

2.1.1 **Class Claims:** The Operative Complaint alleges the following class claims: (1) failure to provide legally compliant rest breaks in violation of Labor Code §§226.7, 516, 1198 and the applicable Wage Order; (2) failure to provide legally compliant meal breaks in violation of Labor Code §§226.7, 512, 1198 and the applicable Wage Order; (3) failure to provide overtime wages in violation of Labor Code §§510, 1194 and the Applicable Wage Order; (4) underpayment of wages including, but not limited to, failure to pay all wages earned at the correct rate of pay, failure to pay at least minimum wage and vacation pay in violation of Labor Code §§204, 227.3, 1182.12, 1194, 1197, 1198; (5) failure to reimburse for necessary business expenses in violation of Labor Code §2802; (6) failure to maintain and produce accurate pay stubs and/or payroll records in violation of Labor Code §§226, 432, 1174, 1174.5 and applicable Wage Order; (7) failure to timely pay all wages upon separation of employment in violation of Labor Code §§201, 202, 203; (8) failure to pay sick pay in violation of Labor Code §§246 and 246.5; (9) unlawful discrimination/termination in violation of Labor Code §1102.5; and (10) failure to accurately pay COVID-19 Supplemental Sick Leave pay in violation of Labor Code §§246, 248.1, 248.2, 248.6, 510, 558, 1194, 1197, 1198 and the Applicable Wage Order; (11) failure to provide suitable seating in violation of the applicable Wage Order. In addition, Plaintiff alleges on his behalf and all similarly situated class members that Defendant violated Business & Professions Code §17200, et seq.

2.1.2 **PAGA Claims:** The Operative Complaint also alleges Defendant violated the Private Attorneys General Act ("PAGA") by allegedly violating the following Labor Code sections 98.6, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 206.5, 210, 216, 218, 218.5, 221, 225.5, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 256, 351, 510, 511, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 1199.5, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5.

2.1.3 **Plaintiff's Individual Claims:** The Operative Complaint also alleges individual non-class and non-PAGA claims for which Plaintiff seeks his individual damages.

2.2 **Notice to LWDA.** Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff

rest breaks; (2) failure to provide legally compliant meal breaks; (3) failure to provide overtime wages; (4) underpayment of wages including, but not limited to, failure to pay all wages earned at the correct rate of pay, failure to pay at least minimum wage and vacation pay; (5) failure to reimburse for necessary business expenses; (6) failure to maintain and produce accurate pay stubs/earning statements; (7) failure to timely pay all wages upon separation of employment; (8) failure to pay sick pay; (9) unlawful discrimination/termination in violation of Labor Code §1102.5; (10) failure to accurately pay COVID-19 Supplemental Sick Leave pay; (11) failure to provide suitable seating; and (12) violation of Business & Professions Code §17200, et seq. Inclusive, the Released Class Claims also includes claims within the Class Period for violations of the following California Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 246, 246.5, 248.1, 248.2, 248.6, 432, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 2802 and the applicable Wage Order(s).

1.43 **"Released PAGA Claims"** means the claims released by the LWDA and Aggrieved Employees, in consideration for their receipt of the PAGA Penalties. The Released PAGA Claims are all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3, et seq., based on, or arising out of, alleged violations of the following Labor Code sections 98.6, 201, 202, 203, 204 et seq., 205, 206.5, 216, 218.5, 221, 223, 225.5, 226 et seq., 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 245, 246 et seq., 246.5, 248.1, 248.2, 248.5, 248.6, 351, 510, 511, 512, 551, 552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199.5, 2350, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5, 3073.6, 6310, 6311 and/or the applicable IWC Wage Orders as alleged in the PAGA Notice and/or the Operative Complaint.

1.44 **"Released Parties"** means Defendant and its past and present directors, officers, shareholders, owners, current and former employees, agents, representatives, members, attorneys, insurers, re-insurers, assigns, affiliates, principals, heirs and their respective successors and predecessors in interest, and parent companies.

1.45 **"Request for Exclusion"** means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.46 **"Request for Exclusion Form"** means the Court approved Notice of Exclusion Form, substantially like the form attached hereto as Exhibit B.

1.47 **"Response Deadline"** means sixty (60) days after the Administrator mails the Notice Packet to the Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.48 **"Settlement"** means the disposition of the Action effected by this Agreement and the Judgment.

gave written notice to Defendant and the LWDA prior to filing the Action by sending the PAGA Notice. Thus, Plaintiff satisfied his notice obligations to the LWDA and Defendant under PAGA. The PAGA Notice alleged, inter alia, that Defendant engaged in conduct which violated California Labor Code sections 98.6, 201, 202, 203, 204 et seq., 205, 206, 206.5, 216, 218.5, 221, 225.5, 223, 226 et seq., 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 245, 246 et seq., 246.5, 248.1, 248.2, 248.5, 248.6, 351, 510, 511, 512, 551, 552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199.5, 2350, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5, 3073.6, 6310, 6311 and the applicable IWC Wage Orders.

2.3 **Defendant Denies Liability and Wrongdoing.** Defendant denies the allegations in the Operative Complaint, denies any liability to comply with the laws identified in the Operative Complaint or the PAGA Notice and denies any and all liability for the causes of action alleged. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action or the PAGA Notice have merit or that Defendant has any liability to Plaintiff, the Class, the Aggrieved Employees and/or the state. Neither this settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as, an admission, concession, or indication by or against any defendant in this Action of any unlawful conduct, fault, wrongdoing, or liability whatsoever.

2.4 **Mediation.** On August 1, 2024, the Parties participated in an all-day mediation presided over by experienced class and PAGA action mediator Daniel Turner. The parties did not reach a settlement at the mediation and continued negotiations for several weeks thereafter with the assistance of the mediator, which ultimately led to this Agreement to settle the Action.

2.5 **Investigation.** Prior to the mediation and prior to negotiating the terms of this Agreement, the Parties conducted investigation and informal discovery of the relevant facts and law. Inclusive, Class and PAGA Counsel obtained, through informal discovery, information, data and documents relating to the size and scope of the Class and Aggrieved Employees, sampling of pay and time records, Plaintiff's entire file, policies and various other information and/or documents. Later Class and PAGA counsel received updated Class and Aggrieved Employee Data through September 8, 2024. Class and PAGA Counsel believe their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.6 **Compromise of Disputed Claims.** The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of the claims alleged in the Action and/or in the PAGA Notice and that it is the desire and intention of the Parties to effect a final and complete resolution of the Action against Defendant and the Released Parties. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this settlement, Defendant reserves all available defenses to the claims in the Action, including as to Plaintiff's standing and Plaintiff reserves the right to contest Defendant's defenses.

This Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation (except for proceedings to enforce or effectuate this Agreement).

2.7 The Court has not granted class certification in the Action, nor has any other court granted class certification over any of the claims in the Action.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 4.2 below, Defendant agrees to pay \$450,000.00 and no more, as the Gross Settlement Amount. 75% Defendant remains responsible for the employer side of the payroll taxes. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff. In consideration for Plaintiff's participation in and assistance in the Action and a Civil Code section 1542 waiver and release of all known and unknown claims by Plaintiff, he will receive, subject to court approval, a Class Representative Service Payment of not more than \$5,000.00 (in addition to any Individual Class Payment and Individual PAGA Payment to which the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment so long as it does not exceed the \$5,000 requested in this paragraph. Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the unapproved amount will be added to the Net Settlement Amount and none of the Released Parties shall be liable to Plaintiff for the unapproved amount. The Administrator will issue an IRS form 1099 for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment and agrees to hold Released Parties harmless, and to indemnify the Released Parties. This Agreement is not contingent upon the Court awarding Plaintiff any particular amount for the Class Representative Service Payment.

3.2.2 To Class and PAGA Counsel: A Class and PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$150,000.00, and a Class and PAGA Counsel Litigation Expenses Payment of not more than \$18,000.00. Defendant will not oppose requests for these payments provided that they do not

FP 53062097.1

8

Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions shall be subject to all authorized and required tax withholdings, if any, other than tax withholdings customarily made from employees' wages and shall be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments and the Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 Calculation of PAGA Penalties to Aggrieved Employees: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked. If an Aggrieved Employee did not work at least one shift during an entire pay period, that/those pay period(s) will be excluded from that Aggrieved Employee's pro-rata share. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms and pay all applicable taxes, if any, from the Aggrieved Employee's Individual PAGA Payment.

3.2.6 Settlement Awards Do Not Trigger Additional Benefits. It is expressly understood and agreed that the receipt of an Individual Class Payment or Individual PAGA Payment under this Agreement will not entitle any Aggrieved Employee or Class Member to additional compensation or benefit under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 386 Class Members who collectively worked in California a total of approximately 41,739 workweeks within the Class Period, and 199

FP 53062097.1

10

exceed these amounts. Plaintiff and Class and PAGA Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class and PAGA Counsel Fees Payment and/or a Class and PAGA Counsel Litigation Expenses Payment less than the amounts requested, the unapproved amounts will be added to the Net Settlement Amount and none of Released Parties will be liable to the Class and PAGA Counsel for the unapproved amounts. Further, this Agreement will remain binding on the Parties. The Released Parties shall have no liability to Class and PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class and PAGA Counsel Fee Payment and/or Class and PAGA Counsel Litigation Expenses Payment. The Administrator will pay the Court approved Class and PAGA Counsel Fees Payment and Class and PAGA Counsel Expenses Payment from the Gross Settlement Amount and issue one or more IRS 1099 Forms. Class and PAGA Counsel assume full responsibility and liability for taxes owed on the Class and PAGA Counsel Fees Payment and the Class and PAGA Counsel Litigation Expenses Payment and agree to hold Released Parties harmless, and to indemnify the Released Parties, from any dispute or controversy regarding any division or sharing of any of the Payments in this paragraph or from tax liability. This Agreement is not contingent upon the Court awarding Class and PAGA Counsel the amounts requested in this paragraph.

3.2.3 To the Administrator: An Administration Expenses Payment to the Administrator not to exceed \$10,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payments are less or the Court approves payment less than \$10,000.00 the unapproved amount will be added to the Net Settlement Amount and none of the Released Parties shall be liable to the Administrator for the unapproved amounts. The Administrator assumes full responsibility and liability for taxes owed on the Administration Expenses Payment and agrees to hold Released Parties harmless, and to indemnify the Released Parties. This Agreement is not contingent upon the Court awarding the Administration Expenses Payment in the amount requested in this paragraph.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. If a Participating Class Member does not work at least one shift during an entire workweek, that/those workweeks will not be credited toward their pro-rata share.

3.2.4.1 Tax Allocation of Individual Class Payments. Thirty-four percent (34%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholdings and will be reported on an IRS W-2 Form. The applicable tax withholdings shall be withheld from each Participating Class Member's Wage Portion. The sixty-six percent (66%) of each Participating Class

FP 53062097.1

9

Aggrieved Employees who worked in California a total of approximately 7,218 PAGA Pay Periods within the PAGA Period.

4.2 Escalator Clause. This Settlement is based upon no more than 41,800 workweeks through September 8, 2024. Should the number of such workweeks as of the end of the Class Period exceed 45,980, Defendant shall increase the Gross Settlement Amount to account for the workweeks exceeding 45,980, or alternatively, at Defendant's sole election, exclude from the Class Period any workweek after reaching 45,980 workweeks.

4.3 Class and Aggrieved Employee Data Deadline. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant (through Defense Counsel) will deliver the Class and Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members and PAGA Aggrieved Employees' privacy rights, the Administrator must maintain the data in confidence, use the data only for purposes of this Settlement and for no other purpose, and restrict access to the data to Administrator employees who need access to the data to effect and perform the Administrator duties under this Agreement. Defendant has a continuing duty to immediately notify Class and PAGA Counsel if it discovers that the Class and Aggrieved Employee Data inadvertently omitted a class member or aggrieved employee and provide the Administrator the identifying information as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class and Aggrieved Employee Data.

4.4 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty-five (25) days after the Effective Date. The settlement funds will be deposited in a Qualified Settlement Fund set up by the Administrator in compliance with section 8.2 below.

4.5 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class and PAGA Counsel Fees Payment, the Class and PAGA Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class and PAGA Counsel Fees Payment, the Class and PAGA Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Administrator shall also timely pay all applicable taxes to the taxing authorities and provide Defense Counsel proof of same.

4.5.1 Payments to Participating Class Member and Aggrieved Employees: The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks

FP 53062097.1

11

not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Notice Packet was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom the Notice Packet was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.2 Address Search. The Administrator must conduct a Participating Class Member and Aggrieved Employee Address Search for all Participating Class Members and Aggrieved Employees whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Participating Class Member and Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to the Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.

4.5.3 Uncashed Checks. For any Participating Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of *Code of Civil Procedure* section 384, subdivision (b).

5. TAXES

5.1 To the Responsible Tax Authorities. The Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. Additionally, no later than five (5) calendar days after the Final Approval Order by the Court is received by the Administrator, the Administrator will calculate and inform Defendant of the amount of the employer side portion of payroll taxes owed on the Settlement. Defendant shall thereafter provide the Administrator the additional funding to cover Defendant's share of payroll taxes on the Settlement. The Administrator will be responsible for sending to the appropriate taxing authorities all taxes due.

5.2 No Tax or Legal Advice. The Parties understand and agree that the Parties, nor Class and PAGA Counsel or Defense Counsel are providing tax or legal advice, nor making

FP 53062097.1

12

representations regarding tax obligations or consequences, if any, related to this Agreement, and that Participating Class Members and Aggrieved Employees will assume any such tax obligations or consequences that may arise from their receipt of an Individual Class Payment or Individual PAGA Payment under this Agreement, and the Participating Class Members and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Participating Class Member or Aggrieved Employee, such Participating Class Member and/or Aggrieved Employee assumes all responsibility for the payment of such taxes and shall hold the Released Parties harmless and indemnify Released Parties should any taxing authority find that the Participating Class Member and/or Aggrieved Employee did not pay their required taxes. Nothing in this Agreement shall be construed as providing tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended) or otherwise.

6. RELEASES OF CLAIMS.

As of the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Participating Class Members, Aggrieved Employees, and LWDA will release claims against all Released Parties as follows:

6.1 Plaintiff's General Release. Plaintiff and his former and present spouses, representatives, agents, attorneys, lien holders, heirs, administrators, successors and assigns generally, release and discharge Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney's fees and costs), transactions, occurrences, known and unknown, at law or in equity, which he and/or they may now have, including, but not limited to: the claims that were asserted in the PAGA Notice and/or the Action or which could have been asserted, and any and all transactions, occurrences or matters between the Parties occurring prior to the date this Agreement is fully executed. This release is for any and all relief, no matter how denominated, including, but not limited to, wages, back pay, front pay, premiums, penalties, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs ("Plaintiff's General Release"). However, the releases in this agreement expressly excludes claims and causes of action of Plaintiff RAMON ANDRADE for wrongful termination and violation of CFRA as alleged in the operative complaint, causes of action 13 to 19.

6.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. With respect to Plaintiff's General Release, Plaintiff stipulates and agrees that, upon Defendant's fulfillment of its settlement payment obligations under this Agreement, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code or any other similar provision in any other state law, where applicable:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

FP 53062097.1

13

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6.2 Release by Participating Class Members: Upon Defendant's fulfillment of its payment obligations pursuant to Section 4.4 of this Agreement and in exchange for the consideration provided for in this Agreement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties, within the Class Period, from all Released Class Claims identified in Section 1.42 of this Agreement. The Released Class Claims expressly exclude the PAGA Released Claims, as those are subject to the release in Section 6.3 below, and Participating Class Members will not release the PAGA Released Claims unless such Participating Class Member is also an Aggrieved Employee. Participating Class Members who are also Aggrieved Employees shall also be subject to the release for PAGA claims in Section 6.3 below.

6.3 PAGA Release: Upon Defendant's fulfillment of its payment obligations pursuant to Section 4.4 of this Agreement and in exchange for the consideration provided for in this Agreement, Plaintiff, the LWDA and any other representative, proxy, or agent thereof, including but not limited to all Aggrieved Employees and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, shall release and be barred from pursuing claims for civil penalties under the PAGA against any of the Released Parties within the PAGA Period for any of the Released PAGA Claims identified in Section 1.43 of this Agreement.

7. MOTION FOR PRELIMINARY APPROVAL.

7.1 Plaintiff's Responsibilities. Plaintiff shall prepare and file with the Court a motion for preliminary approval and conditional certification of the class for settlement purposes only ("Motion for Preliminary Approval"). Plaintiff shall ensure it includes the categories and information requested by the Court for Preliminary Approval Motions.

7.1.1 Preliminary Approval Hearing. At the Preliminary Approval Hearing, Plaintiff will appear, support the granting of the motion and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class and PAGA Counsel and Administrator; approving the Notice Packet and setting the Final Approval Hearing. Class and PAGA Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator and the LWDA, along with a copy of the Agreement.

7.2 Duty to Cooperate. At least five (5) days before Plaintiff files the Motion for Preliminary Approval he shall provide Defense Counsel a copy of the draft for their review. Defense Counsel's review of the draft shall not be construed as an admission or agreement that

FP 53062097.1

14

they agree with the contents of the draft motion. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class and PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on material change(s) to this Agreement, Class and PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to attempt to reach an agreement on modification of the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the Settlement in this Agreement.

8.3 Notice to Class Members and Aggrieved Employees Following Granting of Preliminary Approval Motion.

8.3.1 Notification to Counsel: No later than three (3) days after receipt of the Class and Aggrieved Employee Data, which is due within fourteen (14) days after the Court grants Preliminary Approval of the Settlement, the Administrator shall notify counsel for the Parties that the Class and Aggrieved Employee Data has been received. Thereafter, the Administrator will report to the Parties' counsel the following information before the Notice Packets are sent to the Class Members: (1) total number of Class Members; (2) total number of Aggrieved Employees; (3) total estimated Workweeks within the Class Period; and (4) total estimated pay periods within the PAGA Period.

8.3.2 Notice Packet to Class Members and Aggrieved Employees: Within fourteen (14) days after receiving the Class and Aggrieved Employee Data, the Administrator will send to all Class Members and Aggrieved Employees identified in the Class and Aggrieved Employee Data, via first-class USPS mail, the Notice Packet in English and in Spanish, substantially in the form attached to this Agreement as Exhibits A through C and/or as modified by the Court. The first page of the Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate

FP 53062097.1

15

these amounts. Before mailing the Notice Packet, the Administrator shall update Class Member and/or Aggrieved Employee addresses using the National Change of Address database.

8.3.3 Remailing: Not later than five (5) days after the Administrator's receipt of any Notice returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Notice Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Notice Packet to Class Members and/or Aggrieved Employees whose Notice Packet is returned by the USPS a second time.

8.3.4 Extension: The deadlines for Class Members' written objections, challenges to workweeks and/or pay periods and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.3.5 Disputes Regarding Inclusion: If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class and Aggrieved Employee Data and should have received the Notice Packet, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Notice Packet requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of the Notice Packet.

8.4 Requests for Exclusion (Opt-Outs) by Class Members.

8.4.1 Exclusion Procedure: Class Members who wish to exclude themselves from the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Notice Packet (plus an additional fourteen (14) days for Class Members whose Notice Packet is re-mailed). The Request for Exclusion Form may be used, or in the alternative the Class Member or his/her/their representative may send a written letter or email that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, signature, email address (if any) or telephone number. To be valid, a Request for Exclusion must be timely filed, emailed, or postmarked by the Response Deadline. There is no exclusion right for an Aggrieved Employee seeking to exclude from the PAGA Payment or PAGA Release. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the

Agreement, including but not limited to, contesting the fairness of the Settlement, and/or amounts requested for the Class and PAGA Counsel Fees Payment, Class and PAGA Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.5.2 Procedure for Objecting: Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than sixty (60) days after the Administrator's mailing of the Notice Packet (plus an additional fourteen (14) days for Class Members whose Notice Packet was re-mailed).

8.5.3 Treatment of A Joint Objection and Request for Exclusion: If the Administrator receives both a request for exclusion and an objection to the Settlement by the same Class Member, the Administrator shall attempt to reach the Class Member to obtain clarification as to whether the Class Member wishes to object or to exclude from the Class Settlement. If the Class Member does not select and/or the Administrator is unable to reach the Class Member, the Administrator will treat it as a Request to Exclude and not an objection.

8.5.4 Website, Email Address and Toll-Free Number: The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice Packet, the Motion for Final Approval, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.5.5 Requests for Exclusion (Opt-outs) and Exclusion List: The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Parties' counsel advising of the total number of Requests for Exclusion and the names of the persons who submitted Requests for Exclusion ("Exclusion List"). Additionally, the Administrator will send Defense Counsel only, the names and other identifying information of Class Members who submitted invalid Requests for Exclusion; and copies of all Requests for Exclusion received by the Administrator (whether valid or invalid).

8.5.6 Weekly Reports: The Administrator must, on a weekly basis, provide written reports to Class and PAGA Counsel and Defense Counsel that, among other things, tally the number of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for Exclusion (whether valid or invalid) received,

Request for Exclusion Form. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.4.2 Consequences of Failure to Timely Opt-Out: Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement and bound by all terms and conditions of this Agreement, including the Participating Class Members' Releases under Paragraphs 6.2 and/or 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Notice Packet or objects to the Settlement.

8.4.3 Timely Opt-Out (Exclusion): Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the PAGA claims in conformance with the PAGA Release identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. The Court will have the final say regarding the validity of any disputes.

8.4.4 Challenges to Calculation of Workweeks or PAGA Pay Periods: Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Notice are correct so long as they are consistent with the Class and Aggrieved Employee Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class and PAGA Counsel and the Administrator's determination of the challenges. The Court will have the final say regarding any disputes as to the challenge of any class members.

8.5 Objections to Settlement.

8.5.1 Right of Participating Class Members Only: Only Participating Class Members may object to the class action components of the Settlement and/or this

objections received, challenges to Workweeks and/or Pay Periods received and/or resolved ("Weekly Reports").

8.6 Administrator's Declaration: Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class and PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Notice Packet, the number of Notice Packets returned as undelivered, the re-mailing of the Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and identify by name the Class Members that timely submitted Requests for Exclusion. The Administrator will supplement its declaration as needed or as requested by the Parties and/or the Court. Class and PAGA Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.7 Additional Administrator Duties: In addition to all the other Administrator duties identified in this Agreement, the Administrator has the following duties and responsibilities: (a) providing the applicable IRS 1099 and/or W2 forms; (b) turning over any funds remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California State Controller: Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee; (c) providing Defense Counsel only, a complete duplicate copy of each Notice Packet sent to each Class Member (identifying each Class Member and anticipated settlement amount payment); (d) providing Defendant and/or Defense Counsel, at their request, copies of any and all documents confirming the Administrator performed all duties and responsibilities as provided for in this Agreement; (e) ensuring that the Class and Aggrieved Employee Data is properly secured to avoid a data breach or privacy violation; (f) abiding by its fiduciary duties under this Agreement and/or under the law; (g) providing information to counsel as necessary and/or (h) performing other tasks as the Parties mutually agree.

9. MOTION FOR FINAL APPROVAL

9.1 Plaintiff's Responsibilities: Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Gross Settlement Amount and PAGA settlement under Labor Code section 2699, subdivision (1) (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class and PAGA Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.2 Response to Objections: Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.3 Proposed Final Approval Order and Judgment. Upon final approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. Plaintiff shall take the initiative in drafting the initial draft and providing it to Defense Counsel within three (3) court days after the Court grants final approval. Defense Counsel shall have two (2) court days to propose any changes. Plaintiff shall be responsible for filing the proposed Order and Judgment with the Court.

10. DUTIES FOLLOWING THE GRANTING OF FINAL APPROVAL.

10.1 Plaintiff's Responsibilities. Upon the Court's granting of Final Approval and issuance of the signed Order granting Final Approval of the Settlement, Class and PAGA Counsel shall, within five (5) days of the Court signing the Order, provide a copy to the Administrator, to enable the Administrator to calculate the deadlines and issue the settlement payments.

10.2 Administrator Responsibilities Following Receipt of Order Granting Final Approval of the Settlement. After receiving a copy of the Order granting final approval of the settlement, the Administrator shall comply with the deadlines set forth in sections 4.3 and 4.5 of this Agreement.

10.3 Final Report by Administrator to the Parties. Within twelve (12) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class and PAGA Counsel and Defense Counsel with a final report detailing its disbursements amounts to: (1) each Participating Class Member and/or Aggrieved Employee without identifying the employee's name; (2) LWDA; (3) Class and PAGA Counsel; (4) the Class Representative and (5) Administrator. In addition, the Administrator will provide Defense Counsel only, a final report identifying by name, the settlement amount provided to each Participating Class Member and Aggrieved Employee, a copy of each check mailed and written proof of taxes having been paid to the taxing authorities in accordance with the terms of this Agreement.

10.4 Final Report by Administrator to the Court. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class and PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments and payment of taxes required under this Agreement. Class and PAGA Counsel is responsible for filing the Administrator's declaration in Court. Additionally, should the Court require it, the Administrator is to provide any additional Declaration required by the Court.

11. NULLIFICATION OF THIS AGREEMENT.

11.1 Non-Approval of the Settlement. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify the class for settlement

administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

13.3 Attorney Fees, Costs and Expenses. Except as otherwise specifically provided for herein, each party shall bear his or her own attorney's fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Agreement.

13.4 Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

13.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of the release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties may nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class and PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged. A material modification would include, but not necessarily be limited to, any alteration to the Gross Settlement Amount and/or Releases.

13.6 Confidentiality Prior to Preliminary Approval. Plaintiff, Class and PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in any actual or potential partially related case; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) LWDA or (6) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class and PAGA Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class and

purposes; (b) the Court should for any reason fail to preliminarily or finally approve this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of the Class Representative Service Payment; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason. In the event any of the above occur, neither the Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties to the Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval.

11.2 Defendant's Right to Withdraw if More Than 5% of Class Members Timely Exclude. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred to that point. Defendant must notify Class and PAGA Counsel and the Court of its election to withdraw no later than twelve (12) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

12. AMENDED JUDGMENT.

12.1 If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 Class Certification for Settlement Purposes Only. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, enter Judgment or this Agreement is materially modified, reversed on appeal or otherwise not become final, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation (except for proceedings in this Action to enforce or effectuate the Settlement and this Agreement or to establish claim preclusion or res judicata in another case).

13.2 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction pursuant to Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h) over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement

PAGA Counsel's communications with Class Members in accordance with Class and PAGA Counsel's ethical obligations owed to Class Members, LWDA and/or Aggrieved Employees.

13.7 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class and PAGA Counsel's ability to communicate with Class Members in accordance with Class and PAGA Counsel's ethical obligations owed to Class Members.

13.8 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the settlement of the Action, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

13.9 Attorney Authorization. Class and PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement. Class and PAGA Counsel also warrant and represent that this Agreement has been translated to Plaintiff in Spanish, by a court certified translator, prior to his execution of this Agreement and that his signature on this Agreement was effectuated only after the translation and only after he agreed to all its terms.

13.10 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.11 No Prior Assignments. The Parties separately represent 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 right released and discharged by the Party in this Settlement.

13.12 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

13.13 Invalidity of Any Provision: Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the

validity and enforceability of the remaining provisions shall not be affected thereby.

13.14 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.15 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 regard to conflict of law principles.

13.16 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.17 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.18 Use and Return of Class and Aggrieved Employee Data. Information provided to Class and PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class and Aggrieved Employee Data provided to Class and PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Agreement, may be used only with respect to this settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class and PAGA Counsel shall destroy all paper and electronic versions of Class and Aggrieved Employee data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class and PAGA Counsel for the return, rather than the destruction.

13.19 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only.

13.20 Days. Unless otherwise noted, all reference to "days" in this Agreement shall be in calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business (Monday through Friday) day thereafter.

13.21 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

[CONTINUED ON NEXT PAGE]

FP 53062097.1

24

To Plaintiff:

Farrah Mirabel
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, CA 90077
(714) 972-0707

Amir Seyedfarshi
EMPLOYMENT RIGHTS LAWYERS, APC
6380 Wilshire Blvd., Ste. 1602
Los Angeles, CA 90048
(424) 777-0964

To Defendant:

Lizbeth Ochoa
Jill Kleinkauf
FISHER & PHILLIPS, LLP
2050 Main Street
Suite 1000
Irvine, CA 92614
(949) 851-2424

13.22 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.23 Corporate Signatories. Any person executing this Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Agreement or any such related document.

13.24 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

FP 53062097.1

25

14. EXECUTION BY THE PARTIES AND COUNSEL.

14.1 Voluntary Agreement. The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained herein. The Parties further expressly declare and represent that they understand the content and effect of this Agreement and that they approve and accept the terms and conditions contained herein, and that this Agreement is executed knowingly, freely and voluntarily.

Dated: December 19, 2024

By: Ramon Andrade
Ramon Andrade, Plaintiff

HARBOR TRUCK BODIES, INC.

Dated: December __, 2024

By: _____

Name: _____
Title: Authorized Representative of Defendant Harbor Truck Bodies, Inc.

COUNSEL FOR THE PARTIES:

Dated: December 19, 2024

LAW OFFICES OF FARRAH MIRABEL

By: Farrah Mirabel
Farrah Mirabel
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

Dated: December 19, 2024

EMPLOYMENT RIGHTS LAWYERS, APC

By: Amir Seyedfarshi
Amir Seyedfarshi
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

[SIGNATURES CONTINUED ON THE NEXT PAGE]

FP 53062097.1

26

14. EXECUTION BY THE PARTIES AND COUNSEL.

14.1 Voluntary Agreement. The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained herein. The Parties further expressly declare and represent that they understand the content and effect of this Agreement and that they approve and accept the terms and conditions contained herein, and that this Agreement is executed knowingly, freely and voluntarily.

Dated: December __, 2024

By: _____
Ramon Andrade, Plaintiff

HARBOR TRUCK BODIES, INC.

Dated: December 20, 2024

By: Ken Lindst

Name: KEVIN LINDST
Title: Authorized Representative of Defendant Harbor Truck Bodies, Inc.

COUNSEL FOR THE PARTIES:

Dated: December __, 2024

LAW OFFICES OF FARRAH MIRABEL

By: _____
Farrah Mirabel
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

Dated: December __, 2024

EMPLOYMENT RIGHTS LAWYERS, APC

By: _____
Amir Seyedfarshi
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

[SIGNATURES CONTINUED ON THE NEXT PAGE]

FP 53062097.1

26

Dated: December 20, 2024

FISHER & PHILLIPS LLP

By: 
Lizbeth Ochoa
Attorneys for Defendant Harbor Truck Bodies, Inc.

certified court translator's certification

27

FP 53062097.1

of Labor Code §1102.5; (10) failure to accurately pay COVID-19 Supplemental Sick Leave pay; (11) failure to provide suitable seating; and (12) violation of Business & Professions Code §17200, et seq. Inclusive, the Released Class Claims also includes claims within the Class Period for violations of the following California Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 246, 246.5, 248.1, 248.2, 248.6, 432, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 2802 and the applicable Wage Order(s)."

2. Section 1.43 "Released PAGA Claims" is amended to comply with the Court's request that the PAGA release not release more than the civil penalties available under PAGA based upon the facts alleged in the operative complaint and the notice letter to the LWDA (which is attached as Exhibit B to the Operative Complaint). Section 1.43 is amended to now read:

"Released PAGA Claims" means the claims released by the LWDA and Aggrieved Employees, in consideration for their receipt of the PAGA Penalties. The Released PAGA Claims are all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq. based on, or arising out of, alleged violations of the following Labor Code sections which are expressly identified in the PAGA Notice (defined under section 1.37) attached as Exhibit B to the Operative Complaint: 98.6, 201, 202, 203, 204, 205, 206.5, 210, 216, 218.5, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 245, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 351, 510, 511, 512, 551, 552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199.5, 2350, 2699, 2699.3, 2699.5, 2802, 2810.5, 3073.6, 6310, 6311, and 6400."

3. Section 1.44 "Released Parties" is amended to comply with the Court's concern regarding the Released Parties' language being overbroad and/or ambiguous in part. Section 1.44 is amended to now read:

"Released Parties" means Defendant and each of its former and present directors, officers, shareholders, members, owners, current and former employees, Defendant's attorneys (Fisher & Phillips, LLP), Defendant's insurer Philadelphia Indemnity Insurance Company, Defendant's predecessors, successors in interest and any entity which may be deemed to be a joint employer with Defendant or jointly liable with Defendant."

4. Section 1.47 "Response Deadline" is amended to comply with the Court's request that section 1.47 also include the deadline for submitting disputes. Section 1.47 is now amended to read:

"Response Deadline" means sixty (60) days after the Administrator mails the Notice Packet to the Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, (b) fax, email or mail his, her, or their Objection to the Settlement, or (c) to submit their dispute to the settlement agreement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired."

Page 2 of 5

FIRST AMENDMENT TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This First Amendment to the Class and PAGA Action Settlement Agreement executed by the Parties on December 19, 2024 and December 20, 2024 respectively, is made by and between Plaintiff RAMON ANDRADE ("Plaintiff") on his behalf, others similarly situated, and other aggrieved employees and between Defendant HARBOR TRUCK BODIES, INC. ("Defendant") (collectively Plaintiff and Defendant are referred to as the "Parties"), who agree as follows:

RECITALS

- A. In December 2024, the Parties entered into a Class and PAGA Action Settlement Agreement ("Class/PAGA Settlement Agreement") related to the case entitled *Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc., and DOES 1 through 50*, inclusive, filed on December 18, 2023, in Orange County Superior Court, Case Number: 30-2023-01367894-CU-OE-CXC, which is incorporated herein by reference.
- B. On or about January 9, 2025, Plaintiff filed a Motion for Preliminary Approval of the Class/PAGA Settlement Agreement referenced above.
- C. On or about May 15, 2025, the Court ordered the Parties to amend the Class/PAGA Settlement Agreement to address various of the Court's concerns prior to receiving approval of the settlement.
- D. The Parties now desire to amend the Class/PAGA Settlement Agreement as provided herein, in accordance with the Court's directive.

AGREEMENT

The Class/PAGA Settlement Agreement is hereby amended as follows:

1. Section 1.42 "Released Class Claims" is amended to insert the word "reasonably" after the word "could" and before "have been asserted" in the second sentence, and the phrase "in the Operative Complaint" inserted after the word "alleged" and before "for." Section 1.42 is amended to now read:

"Released Class Claims" means the claims released by the Participating Class Members, in consideration for their share of the Individual Class Payment. The Released Class Claims are all claims asserted in the Operative Complaint and any other claims that could reasonably have been asserted in the Action based on the facts alleged in the Operative Complaint for: (1) failure to provide legally compliant rest breaks; (2) failure to provide legally compliant meal breaks; (3) failure to provide overtime wages; (4) underpayment of wages including, but not limited to, failure to pay all wages earned at the correct rate of pay, failure to pay at least minimum wage and vacation pay; (5) failure to reimburse for necessary business expenses; (6) failure to maintain and produce accurate pay stubs/earning statements; (7) failure to timely pay all wages upon separation of employment; (8) failure to pay sick pay; (9) unlawful discrimination/termination in violation

Page 1 of 5

5. Section 3.2.1. "To Plaintiff" deletes "and a Civil Code section 1542 waiver and release of all known and unknown claims by Plaintiff" in compliance with the Court's request. Section 3.2.1. is now amended to read:

"Section 3.2.1. To Plaintiff: In consideration for Plaintiff's participation in and assistance in the Action he will receive, subject to court approval, a Class Representative Service Payment of not more than \$5,000.00 (in addition to any Individual Class Payment and Individual PAGA Payment to which the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment so long as it does not exceed the \$5,000 requested in this paragraph. Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the unapproved amount will be added to the Net Settlement Amount and none of the Released Parties shall be liable to Plaintiff for the unapproved amount. The Administrator will issue an IRS form 1099 for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment and agrees to hold Released Parties harmless, and to indemnify the Released Parties. This Agreement is not contingent upon the Court awarding Plaintiff any particular amount for the Class Representative Service Payment."

6. Section 3.2.3. "To the Administrator" is amended to correct the Administrator expenses consistent with the Administrator invoice. Section 3.2.3 is amended to now read:

"Section 3.2.3 To the Administrator: An Administration Expenses Payment to the Administrator not to exceed \$8,600.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payments are less or the Court approves payment less than \$8,600.00 the unapproved amount will be added to the Net Settlement Amount and none of the Released Parties shall be liable to the Administrator for the unapproved amounts. The Administrator assumes full responsibility and liability for taxes owed on the Administration Expenses Payment and agrees to hold Released Parties harmless, and to indemnify the Released Parties. This Agreement is not contingent upon the Court awarding the Administration Expenses Payment in the amount requested in this paragraph."

7. Section 8.4.4 "Challenges to Calculation of Workweeks or PAGA Pay Periods" is amended to comply with the court's request that the phrase "and/or Pay Periods" be inserted after "Workweeks" and before "contained" in the fourth sentence of paragraph 8.4.4. Section 8.4.4 is now amended to read:

"Section 8.4.4. Challenges to Calculation of Workweeks or PAGA Pay Periods: Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and/or the PAGA Pay Periods (if any) allocated to the Class Member in the Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit

Page 3 of 5

supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Notice are correct so long as they are consistent with the Class and Aggrieved Employee Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class and PAGA Counsel and the Administrator's determination of the challenges. The Court will have the final say regarding any disputes as to the challenge of any class members."

8. Except for the terms in this First Amendment to the Class and PAGA Settlement, the remaining provisions of the Class and PAGA Settlement Agreement shall be unaffected and remain in full force and effect. This Amendment to the Class and PAGA Settlement, along with the Class and PAGA Settlement Agreement shall be treated as one single agreement.

This First Amendment is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

Dated: August 18, 2025

By: Ramon Andrade
Ramon Andrade, Plaintiff

Dated: August 18, 2025

HARBOR TRUCK BODIES, INC.
By: Ken Lindt
Name: Ken Lindt
Title: Authorized Representative of Defendant Harbor Truck Bodies, Inc.

APPROVED AS TO FORM:
Dated: August 15, 2025

LAW OFFICES OF FARRAH MIRABEL
By: Farrah Mirabel
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

Dated: August 15, 2025

EMPLOYMENT RIGHTS LAWYERS, APC
By: Amir Seyedfarshi
Amir Seyedfarshi
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees
Page 4 of 5

Dated: August 18, 2025

FISHER & PHILLIPS LLP

By: Lizbeth Ochoa
Lizbeth Ochoa
Attorneys for Defendant Harbor Truck Bodies, Inc.

Page 5 of 5

SECOND AMENDMENT TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Second Amendment to the Class and PAGA Action Settlement Agreement executed by the Parties on December 19, 2024 and December 20, 2024 respectively, is made by and between Plaintiff RAMON ANDRADE ("Plaintiff") on his behalf, others similarly situated, and other aggrieved employees and between Defendant HARBOR TRUCK BODIES, INC. ("Defendant") (collectively Plaintiff and Defendant are referred as the "Parties"), who agree as follows:

RECITALS

- A. In December 2024, the Parties entered into a Class and PAGA Action Settlement Agreement ("Class/PAGA Settlement Agreement") related to the case entitled *Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc., and DOES 1 through 50*, inclusive, filed on December 18, 2023, in Orange County Superior Court, Case Number: 30-2023- 01367894-CU-OE-CXC, which is incorporated herein by reference.
- B. On or about January 9, 2025, Plaintiff filed a Motion for Preliminary Approval of the Class/PAGA Settlement Agreement referenced above.
- C. On or about May 15, 2025, the Court ordered the Parties to amend the Class/PAGA Settlement Agreement to address various of the Court's concerns prior to receiving approval of the settlement. In response, the Parties entered a First Amendment to Class and PAGA Action Settlement Agreement respectively on August 15, 2025 and August 18, 2025 ("First Amendment").
- D. Following execution of the First Amendment, the Parties submitted for Court approval the Class/PAGA Settlement Agreement and First Amendment. Following the Court's review of the First Amendment, the Court requested additional changes as a condition of approving the Settlement.
- E. The Parties now desire to amend the Class/PAGA Settlement Agreement and First Amendment as provided herein, in accordance with the Court's directive.

AGREEMENT

The Class/PAGA Settlement Agreement and First Amendment is hereby amended as follows only:

1. Section 1.43 "Released PAGA Claims" is amended to comply with the Court's request that the PAGA release not release more than the civil penalties available under PAGA based upon the facts alleged in the operative complaint and the notice letter to the LWDA (which is attached as Exhibit B to the Operative Complaint). Section 1.43 is amended to now read:

"Released PAGA Claims" means the claims released by the LWDA and Aggrieved Employees, in consideration for their receipt of the PAGA Penalties. The Released PAGA Claims are all the claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004

Page 1 of 5

("PAGA"), Labor Code section 2698, et seq. based on, or arising out of, alleged violations of the Labor Code sections alleged in the Operative Complaint and expressly identified in the PAGA Notice (defined under section 1.37 of the Class and PAGA Action Settlement Agreement) dated December 6, 2023 attached as Exhibit B to the Operative Complaint.

2. Section 1.44 "Released Parties" is amended to comply with the Court's concern regarding the Released Parties' language being overbroad and/or ambiguous in part. Section 1.44 is amended to now read:

"Released Parties" means Defendant and each of its former and present directors, officers, shareholders, members, owners, current and former employees, Defendant's attorneys (Fisher & Phillips, LLP), Defendant's insurer Philadelphia Indemnity Insurance Company, and Defendant's predecessors and successors in interest."

3. Section 1.47 "Response Deadline" is amended to comply with the Court's request that section 1.47 also include the deadline for submitting disputes. Section 1.47 is now amended to read:

"Response Deadline" means sixty (60) days after the Administrator mails the Notice Packet to the Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, (b) fax, email or mail his, her, or their Objection to the Settlement, or (c) to submit their dispute to the settlement agreement by fax, email or mail. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired."

4. Section 3.2.1. "To Plaintiff" reduces the enhancement award to from \$5000 to \$2,500 in compliance with the Court's request." Section 3.2.1. is now amended to read:

"Section 3.2.1. To Plaintiff: In consideration for Plaintiff's participation in and assistance in the Action he will receive, subject to court approval, a Class Representative Service Payment of not more than \$2,500.00 (in addition to any Individual Class Payment and Individual PAGA Payment to which the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment so long as it does not exceed the \$2,500. requested in this paragraph. Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the unapproved amount will be added to the Net Settlement Amount and none of the Released Parties shall be liable to Plaintiff for the unapproved amount. The Administrator will issue an IRS form 1099 for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment and agrees to hold Released Parties harmless, and to indemnify the Released Parties. This Agreement is not contingent upon the Court awarding Plaintiff any particular amount for the Class Representative Service Payment."

Page 2 of 5

5. Section 8.4.4 "Challenges to Calculation of Workweeks or PAGA Pay Periods" is amended to comply with the court's request that the phrase "and/or Pay Periods" be inserted after "Workweeks" and before "contained" in the fourth sentence of paragraph 8.4.4. Section 8.8.4 is now amended to read:

"Section 8.4.4. **Challenges to Calculation of Workweeks or PAGA Pay Periods.** Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and/or the PAGA Pay Periods (if any) allocated to the Class Member in the Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay periods (if any) contained in the Notice are correct so long as they are consistent with the Class and Aggrieved Employee Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class and PAGA Counsel and the Administrator's determination of the challenges. The Court will have the final say regarding any disputes as to the challenge of any class members."

6. Section 3.2.2 "To Class and PAGA Counsel" is amended to comply with the court's request that requires attorney fees up to 30% and not 33.33%.

Section 3.2.2. **To Class and PAGA Counsel:** A Class and PAGA Counsel Fees Payment of not more than 30%, which is currently estimated to be \$135,000.00, and a Class and PAGA Counsel Litigation Expenses Payment of not more than \$9,584.75. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and Class and PAGA Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class and PAGA Counsel Fees Payment and/or a Class and PAGA Counsel Litigation Expenses Payment less than the amounts requested, the unapproved amounts will be added to the Net Settlement Amount and none of Released Parties will be liable to the Class and PAGA Counsel for the unapproved amounts. Further, this Agreement will remain binding on the Parties. The Released Parties shall have no liability to Class and PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class and PAGA Counsel Fee Payment and/or Class and PAGA Counsel Litigation Expenses Payment. The Administrator will pay the Court approved Class and PAGA Counsel Fees Payment and Class and PAGA Counsel Expenses Payment from the Gross Settlement Amount and issue one or more IRS 1099 Forms. Class and PAGA Counsel assume full responsibility and liability for taxes owed on the Class and PAGA Counsel Fees Payment and the Class and PAGA Counsel Litigation Expenses Payment and agree to hold Released Parties harmless, and to indemnify the Released Parties, from any dispute or controversy regarding any division or sharing of any of the Payments in this paragraph or from tax liability. This Agreement is not contingent upon the Court awarding Class and PAGA Counsel the amounts requested in this paragraph.

Page 3 of 5

Dated: February 17, 2026

FISHER & PHILLIPS LLP

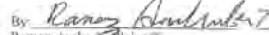
By: 
Lizbeth Ochoa
Attorneys for Defendant Harbor Truck Bodies, Inc.

Page 5 of 5

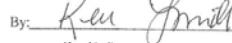
7. Except for the terms in this Second Amendment to the Class and PAGA Settlement, the remaining provisions of the Class and PAGA Settlement Agreement and First Amendment shall be unaffected and remain in full force and effect. This Amendment to the Class and PAGA Settlement, along with the First Amendment and Class and PAGA Settlement Agreement, shall be treated as one single agreement.

This Second Amendment is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

Dated: February 16, 2026

By: 
Ramon Andrade, Plaintiff

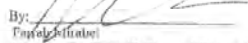
Dated: February 17, 2026

HARBOR TRUCK BODIES, INC.
By: 
Name: Ken Lindt
Title: Authorized Representative of Defendant Harbor Truck Bodies, Inc.

APPROVED AS TO FORM:

Dated: February 16, 2026

LAW OFFICES OF FARUKAH MIRABEL

By: 
Farukah Mirabel
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

Dated: February 17, 2026

EMPLOYMENT RIGHTS LAWYERS, APC

By: 
Amir Seyedfarshi
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

Page 4 of 5

THIRD AMENDMENT TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Third Amendment to the Class and PAGA Action Settlement Agreement executed by the Parties on December 19, 2024 and December 20, 2024 respectively, is made by and between Plaintiff RAMON ANDRADE ("Plaintiff") on his behalf, others similarly situated, and other aggrieved employees and between Defendant HARBOR TRUCK BODIES, INC. ("Defendant") (collectively Plaintiff and Defendant are referred as the "Parties"), who agree as follows:

RECITALS

- In December 2024, the Parties entered into a Class and PAGA Action Settlement Agreement ("Class/PAGA Settlement Agreement") related to the case entitled *Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc., and DOES 1 through 50*, inclusive, filed on December 18, 2023, in Orange County Superior Court, Case Number: 30-2023-01367894-CU-OE-CXC, which is incorporated herein by reference.
- On or about January 9, 2025, Plaintiff filed a Motion for Preliminary Approval of the Class/PAGA Settlement Agreement referenced above.
- On or about May 15, 2025, the Court ordered the Parties to amend the Class/PAGA Settlement Agreement to address various of the Court's concerns prior to receiving approval of the settlement. In response, the Parties entered a First Amendment to Class and PAGA Action Settlement Agreement respectively on August 15, 2025 and August 18, 2025 ("First Amendment").
- Following execution of the First Amendment, the Parties submitted for Court approval the Class/PAGA Settlement Agreement and First Amendment. Following the Court's review of the First Amendment, the Court requested additional changes as a condition of approving the Settlement. In response to the Court's requested changes, the Parties entered into a Second Amendment to Class and PAGA Action Settlement respectively on February 16, 2026 and February 17, 2026.
- Following the Court's review of the Second Amendment, the Court requested additional changes as a condition of approving the Settlement. The Parties now desire to amend the Class/PAGA Settlement Agreement, First Amendment and Second Amendment as provided herein, in accordance with the Court's directive.

AGREEMENT

The Class/PAGA Settlement Agreement, First Amendment and Second Amendment are hereby amended as follows only:

- Section 1.43 "Released PAGA Claims" is amended to comply with the Court's request that the PAGA release not release more than the civil penalties available under PAGA based upon the facts alleged in the operative complaint and the notice letter to the LWDA (which is attached as Exhibit B to the Operative Complaint). Section 1.43 is amended to now read the language requested by

Page 1 of 3

the Court:

"Released PAGA Claims" means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq. based on the facts alleged in the Operative Complaint and the PAGA Notice (defined under section 1.37 of the Class and PAGA Action Settlement Agreement)."

2. Section 1.44 "Released Parties" is amended to comply with the Court's concern regarding a stray parenthesis in paragraph 2, section 1.44. Section 1.44 is amended to now read:

"Released Parties" means "Defendant and each of its former and present directors, officers, shareholders, members, owners, current and former employees, Defendant's attorneys Fisher & Phillips, LLP, Defendant's insurer Philadelphia Indemnity Insurance Company, and Defendant's predecessors and successors in interest."

3. Except for the terms in this Third Amendment to the Class and PAGA Settlement, the remaining provisions of the Class and PAGA Settlement Agreement, First Amendment and Second Amendment shall be unaffected and remain in full force and effect. This Third Amendment to the Class and PAGA Settlement, along with the First Amendment and Second Amended to the Class and PAGA Settlement Agreement, shall be treated as one single agreement.

This Third Amendment is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

Dated: June _____, 2026

By: _____
Ramon Andrade, Plaintiff

HARBOR TRUCK BODIES, INC.

Dated: June 19, 2026

By: Ken Linde
Name: Ken Linde
Title: Authorized Representative of Defendant Harbor Truck Bodies, Inc.

Page 2 of 3

APPROVED AS TO FORM:

Dated: June _____, 2026

LAW OFFICES OF FARRAH MIRABEL

By: _____
Farrah Mirabel
Attorneys for Plaintiff, Class, LWDA and
Aggrieved Employees

Dated: June _____, 2026

EMPLOYMENT RIGHTS LAWYERS, APC

By: _____
Amir Seyedfarshi
Attorneys for Plaintiff, Class, LWDA and
Aggrieved Employees

Dated: June 19, 2026

FISHER & PHILLIPS LLP

By: Lizbeth Ochoa
Lizbeth Ochoa
Attorneys for Defendant Harbor Truck Bodies, Inc.

Page 3 of 3

the Court:

"Released PAGA Claims" means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq. based on the facts alleged in the Operative Complaint and the PAGA Notice (defined under section 1.37 of the Class and PAGA Action Settlement Agreement)."

2. Section 1.44 "Released Parties" is amended to comply with the Court's concern regarding a stray parenthesis in paragraph 2, section 1.44. Section 1.44 is amended to now read:

"Released Parties" means "Defendant and each of its former and present directors, officers, shareholders, members, owners, current and former employees, Defendant's attorneys Fisher & Phillips, LLP, Defendant's insurer Philadelphia Indemnity Insurance Company, and Defendant's predecessors and successors in interest."

3. Except for the terms in this Third Amendment to the Class and PAGA Settlement, the remaining provisions of the Class and PAGA Settlement Agreement, First Amendment and Second Amendment shall be unaffected and remain in full force and effect. This Third Amendment to the Class and PAGA Settlement, along with the First Amendment and Second Amended to the Class and PAGA Settlement Agreement, shall be treated as one single agreement.

This Third Amendment is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

Dated: June 18, 2026

By: Ramon Andrade
Ramon Andrade, Plaintiff

HARBOR TRUCK BODIES, INC.

Dated: June _____, 2026

By: _____
Name: _____
Title: Authorized Representative of Defendant Harbor Truck Bodies, Inc.

Page 2 of 3

APPROVED AS TO FORM:

Dated: June 18, 2026

LAW OFFICES OF FARRAH MIRABEL

By: Farrah Mirabel
Farrah Mirabel
Attorneys for Plaintiff, Class, LWDA and
Aggrieved Employees

Dated: June 18, 2026

EMPLOYMENT RIGHTS LAWYERS, APC

By: Amir Seyedfarshi
Amir Seyedfarshi
Attorneys for Plaintiff, Class, LWDA and
Aggrieved Employees

Dated: June _____, 2026

FISHER & PHILLIPS LLP

By: _____
Lizbeth Ochoa
Attorneys for Defendant Harbor Truck Bodies, Inc.

Page 3 of 3

**NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND
HEARING FOR FINAL COURT APPROVAL**

Orange County Superior Court authorized this notice. It's not junk mail, spam, an advertisement or solicitation by a lawyer. This is not a lawsuit against you, and you are not being sued. However, your legal rights are affected by whether you act or don't act.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Harbor Truck Bodies, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee of Defendant by the name of Ramon Andrade ("Plaintiff") and seeks: payment of wages, premiums, attorney's fees, costs, interest and liquidated damages for a class of hourly-paid non-exempt employees ("Class Members") who worked for Defendant in California at any time between December 18, 2019 and September 8, 2024 ("Class Period"), that did not previously settle the claims settled in this Action; and penalties under the California Private Attorneys General Act ("PAGA") for all hourly-paid non-exempt employees who worked for Defendant in California as hourly-paid non-exempt employees any time during the PAGA Period (between December 12, 2022 and September 8, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay civil penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, your individual Class Payment is estimated to be \$_____ (less applicable withholdings) and your Individual PAGA payment is estimated to be \$_____. The actual amount you may receive likely will be different and will depend on a number of factors. If "zero" or "0" is stated in the Individual PAGA Payment this means that based upon Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant in California within the PAGA Period as a non-exempt hourly-paid employee.

The above estimates are based on Defendant's records showing that you worked _____ workweeks during the Class Period (minus any workweeks during which you were on a leave of absence or did not work at least one shift in a given workweek) and you worked _____ pay periods during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV (3), of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act.

-1-

Questions? Call the Settlement Administrator toll free at [phone number]; [URL of Settlement Website]

READ THIS NOTICE CAREFULLY. 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 Plaintiff and Plaintiff's attorneys ("Class Counsel").

If you worked for Defendant in California as a non-exempt hourly paid employee during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **DO NOTHING.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant and the Released Parties defined below in Sections III(9) and III(10).
- (2) **EXCLUDE FROM THE CLASS SETTLEMENT.** You can exclude yourself from the Class Settlement (opt-out) by timely submitting the written Request for Exclusion (attached to this Notice) or otherwise sending the Administrator a written letter or email that reasonably communicates your election to be excluded from the Settlement. If you opt-out of the Settlement, you will not receive an Individual Class Payment and will preserve your right to personally pursue Class Period wage claims against Defendant. However, even if you opt-out of the Class Settlement you will still receive your Individual PAGA Payment (and release Defendant from the PAGA Period penalty claims) if you fall within the definition of Aggrieved Employees under this Settlement. You may not opt-out of the PAGA Payment.

DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR ANY ACTIONS YOU TAKE WITH RESPECT TO THE PROPOSED SETTLEMENT.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert wage and hour claims and PAGA penalty claims against Defendant and the Released Parties based upon the Class Period facts and PAGA Period facts respectively alleged in the Action.
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You Can Exclude Yourself from the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can exclude yourself (opt-out) of the Class Settlement by sending the Administrator a written Request for Exclusion by the deadline. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. See Section III(6) of this Notice.
The Exclusion Deadline is [insert date - 60 days after Administrator's Mailing of this Notice]	You cannot opt-out of the PAGA portion of the proposed Settlement. All Non-Participating Class members who worked during the PAGA Period remain eligible to receive an Individual PAGA Payment and must give up their rights to pursue PAGA penalty claims against Defendant and the Released Parties based on the PAGA Period facts alleged in the Operative Complaint and Exhibit B to the Operative Complaint in the Action. Non-Participating Class Members also can't object to any portion of the proposed Settlement.
Participating Class Members Can Object to the Class Settlement but Not the PAGA Settlement	Participating Class Members can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Notice.
Written Objections Must be Submitted by [insert date - 60 days after Administrator's Mailing of this Notice]	
You Can Participate in the [insert date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [insert date]. 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VII of this Notice.
You can Challenge the Calculation of Your Workweeks or Pay Periods	The amount of your Individual Class payment depends on how many workweeks you worked for Defendant as a non-exempt employee in California, for at least one shift, within the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked for Defendant as a non-exempt employee within the PAGA Period. The number of Class Period Workweeks and the number of pay periods within the PAGA Period you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert date]. See Section IV(3) of this Notice.
Written Challenges Must be Submitted by [insert date - 60 days after Administrator's Mailing of this Notice]	

I. WHAT IS THIS ACTION ABOUT?

The Action is brought by Plaintiff, a former non-exempt employee of Defendant, that worked for Defendant in the state of California. The Action accuses Defendant of violation of California labor laws by purportedly failing to pay all wages at the correct rate and on time (e.g. overtime wages, minimum wages, wages upon separation of employment, vacation pay, sick pay, COVID-19 sick pay), failing to provide legally compliant meal and rest breaks, failing to reimburse for necessary business expenses, failing to maintain and produce accurate pay stubs and/or payroll records, unlawful discrimination/retaliation in violation of Labor Code §1102.5 and failing to provide suitable seating in violation of the applicable Wage Order. Plaintiff also asserts a claim for civil penalties under the California Private Attorneys General Act (Labor Code section 2698, et seq.) ("PAGA") based upon the above referenced alleged violations and others and alleges Defendant violated Business & Professions Code section 17200, et seq. Plaintiff is represented by attorneys in the Action: Farrah Mirabel of Law Offices of Farrah Mirabel and Amir Seyedfarshi of Employment Rights Lawyers, APC ("Class and PAGA Counsel"). Plaintiff brings the Action as a class action on behalf of himself and other current and former employees of Defendant that worked in California as non-exempt employees ("Class Members") at any time within the class period (between December 18, 2019 and September 8, 2024) ("Class Period").

He also brings the Action as a PAGA Action on behalf of the California Labor Workforce Development Agency ("LWDA") and all current and former employees of Defendant that worked for it in California as non-exempt hourly employees ("Aggrieved Employees") at any time during the PAGA period (between December 12, 2022 and September 8, 2024) ("PAGA Period"). The proposed Settlement of this Action is a class and representative action settlement, meaning the Settlement resolves: (1) the **Released Class Claims** (defined in section III(9) below) of all **Class Members** (except for those Class Members who timely exclude themselves from the class settlement by requesting to be excluded in the manner set forth in section III (6) below), and (2) the **Released PAGA Claims** (defined in section III(10) below) of all **Aggrieved Employees**. In return for giving up the right to sue the **Released Parties** (defined in section III(9) and section III(10) below) for the released claims, the Class Members who do not decide to exclude themselves from the class portion of the proposed Settlement will be mailed checks for their Individual Settlement Shares. Similarly, in return for giving up the right to sue the Released Parties for the **Released PAGA Claims**, the **Aggrieved Employees** will be mailed checks for their portion of the **PAGA Payment**.

Defendant denies violating any of the laws alleged in the Action and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not made any determination whether Defendant or Plaintiff is correct on the merits. Plaintiff and Defendant hired an experienced neutral mediator and participated in a mediation in an effort to resolve the Action by negotiating an end to 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 written settlement agreement ("Agreement") and agreeing to ask the Court to enter a judgment ending the Action, and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of highly disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Throughout the Action, Defendant has disputed the claims.

-4-

Questions? Call the Settlement Administrator toll free at [phone number], [URL of Settlement Website]

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. **Defendant Will Pay \$450,000 as the Gross Settlement Amount ("Gross Settlement").** Under the terms of the proposed Settlement, Defendant agreed to deposit the Gross Settlement amount of four hundred fifty thousand dollars (\$450,000) into an account controlled by the Administrator of the Settlement ("Settlement Administrator"). The Settlement Administrator will use the Gross Settlement to pay the Individual Class Payments (including employee side taxes), Class Representative Service Payment, Class and PAGA Counsel's attorneys' fees and costs, the Settlement Administrator's expenses, the Individual PAGA Payment to the Aggrieved Employees and civil penalties to be paid to the LWDA.

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

- A. **Attorney Fees and Costs Award:** Up to \$135,000 to Class and PAGA Counsel for attorney's fees and costs of up to \$10,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. **Class Representative Award:** Up to \$2,500.00 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class and PAGA Counsel and representing the Class.
- C. **Claims Administration Costs:** Up to \$8,600.00 to the Settlement Administrator for services in administering the Settlement.
- D. **PAGA Penalties:** Up to \$20,000.00 for PAGA Penalties, allocated 75% (\$15,000.00) to the LWDA for the PAGA Payment and 25% (\$5,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. **Net Settlement Distributed to Class Members.** After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement ("Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. **Taxes Owed on Payments to Class Members.** Plaintiff and Defendant are asking the Court to approve an allocation of 34% of each Individual Class Payment to taxable wages ("Wage Portion") and 66% to interest and premiums ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The employee side taxes and applicable employee side withholdings will be taken out from Wage Portion and Defendant will separately pay the employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are 100% for penalties rather than wages.

-5-

Questions? Call the Settlement Administrator toll free at [phone number], [URL of Settlement Website]

Although Plaintiff and Defendant 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.

- 5. **Need to Promptly Cash Settlement 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). The check(s) will automatically void if not cashed within 180 calendar days after the date the check(s) are initially mailed by the Settlement Administrator to you. If you don't cash the check(s) before the void date, your check(s) will automatically be cancelled and you will not be able to cash them anymore. Those unclaimed funds shall be turned over by the Settlement Administrator to the California Controller's Unclaimed Property Fund under your name.
- 6. **Requests for Exclusion from the Class Settlement (Opt-Outs).** You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing (which may include by email, facsimile or other written form), by [insert date 60 days after initial mailing date of notice], that you wish to opt-out. The easiest way to notify the Settlement Administrator is to fill out, sign and send the "Election Not to Participate In ("Opt Out") Class Action Settlement Form" ("Exclusion Form") enclosed with this Notice, by the [insert deadline date] deadline. Excluded Class Members (i.e. Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA facts and claims alleged in the Action and/or the PAGA Letter Notice (Exhibit B to the Operative Complaint) sent on behalf of Plaintiff on December 6, 2023 to Defendant and the LWDA.

- 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. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void; Defendant will not pay any money and Class Members will not release any claims against Defendant.
- 8. **Settlement Administrator.** The Court has appointed a neutral company, ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Member Challenges over Workweeks, PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section XI of this Notice.
- 9. **Participating Class Members' Release.** Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This Release becomes effective upon Defendant's fulfillment of its payment obligations pursuant to Section 4.4 of the Agreement and in exchange for the consideration provided for in the Agreement.

-6-

Questions? Call the Settlement Administrator toll free at [phone number], [URL of Settlement Website]

The **Released Parties** are Defendant and each of its former and present directors, officers, shareholders, members, owners, current and former employees, Defendant's attorneys Fisher & Phillips, LLP, Defendant's insurer Philadelphia Indemnity Insurance Company, and Defendant's predecessors and successors in interest.

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

"Released Class Claims" means the claims released by the Participating Class Members, in consideration for their share of the Individual Class Payment. The Released Class Claims are all claims asserted in the Operative Complaint and any other claims that could reasonably have been asserted in the Action based on the facts alleged in the Operative Complaint for: (1) failure to provide legally compliant rest breaks; (2) failure to provide legally compliant meal breaks; (3) failure to provide overtime wages; (4) underpayment of wages including, but not limited to, failure to pay all wages earned at the correct rate of pay, failure to pay at least minimum wage and vacation pay; (5) failure to reimburse for necessary business expenses; (6) failure to maintain and produce accurate pay stubs/earning statements; (7) failure to timely pay all wages upon separation of employment; (8) failure to pay sick pay; (9) unlawful discrimination/termination in violation of Labor Code §1102.5; (10) failure to accurately pay COVID-19 Supplemental Sick Leave pay; (11) failure to provide suitable seating; and (12) violation of Business & Professions Code §17200, et seq. Inclusive, the Released Class Claims also includes claims within the Class Period for violations of the following California Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 246, 246.5, 248.1, 248.2, 248.6, 432, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 2802 and the applicable Wage Order(s) ("Released Class Claims").

Participating Class Members who are also PAGA Aggrieved Employees shall also release the **PAGA Released Claims** (identified below in section III(10), in addition to releasing the **Released Class Claims**.

- 10. **LWDA & Aggrieved Employees' PAGA Release.** The LWDA and Aggrieved Employees' Release is as follows:

The Released PAGA Claims means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq. based on the facts alleged in the Operative Complaint and expressly identified in the PAGA Notice (defined under section 1.37 of the Class and PAGA Action Settlement Agreement) ("Released PAGA Claims").

- 11. **Defendant Can Terminate the Settlement if Class Participation Is Too Low.** If more than five percent (5%) of the Class Members timely and validly opt-out of the Settlement, Defendant has the right, but not the obligation, to terminate, nullify and void this proposed Settlement. If Defendant terminates, it will have no obligation to make any payments to Class Members or Aggrieved Employees and Class Members will retain, rather than release, their rights to individually pursue claims against Defendant.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- 1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all

-7-

Questions? Call the Settlement Administrator toll free at [phone number], [URL of Settlement Website]

Participating Class Members (minus any time period during which the Class Member was on a leave of absence and not working, or did not work at least one shift within a workweek), and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.

2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Periods worked by each individual Aggrieved Employee (except for pay periods during which the employee was on a leave of absence and not working the entire pay period or did not work at least one shift within an entire pay period).
3. **Class Workweek or PAGA Pay Period Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section XI of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. The Settlement Administrator may make the initial decision regarding claim disputes, but the Court may review any decision made by the Settlement Administrator regarding a claim dispute.

V. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

VI. HOW DO I EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?

The easiest way to exclude yourself from the Class Settlement is to fill out, sign and send the Exclusion Form attached to this Notice. You don't have to use the Exclusion Form. The Administrator will exclude you based on any timely writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc., et al.* and include as much information as is available to you to help the Administrator identify who you are, including your full name, address, telephone number and last four

-8-

Questions? Call the Settlement Administrator toll free at [phone number], [URL of Settlement Website]

digits of your social security number. Be sure to at least include your name, signature and a telephone number in the event the Administrator needs to contact you to confirm your identity. You must sign the request yourself, even if you are represented by a lawyer. **The Administrator must be sent your request to be excluded by [date] ("Response Deadline"), or it will be invalid.** You (or your attorney) can mail it, send it by fax or by email. Section XI of the Notice has the Administrator's contact information including mailing address, fax number and email address. A request for exclusion will be deemed valid if it is postmarked no later than the **Response Deadline** and provides sufficient information to allow the Administrator to identify the Class Member and understand the Class Member's request.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, a request for approval of the requested amounts, including the gross settlement amount, request for attorney's fees, costs, administrator costs and the Class Representative Service Award. You may submit the Notice of Objection Form attached to this Notice to object, or you can submit another document so long as it timely communicates your objection.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class and PAGA Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts and legal arguments that support your objection. Make sure you identify the Action (*Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc., et al.*, Case No. 30-2023-01367894-CU-OE-CXC), and include your name, current address, telephone number, approximate dates of employment with Defendant, your lawyer's name and contact information (if you have one), sign the objection or have your lawyer (if any) sign it on your behalf and indicate if you or your legal representative (if any) intends to appear at the Final Approval Hearing. Section XI of this Notice has the Administrator's contact information. You or your lawyer can send the objection to the Administrator by mail, email or fax.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to attend the Final Approval Hearing on [date] at [time] in Department CX105 of the Orange County Superior Court, located at Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend (or hire a lawyer to attend) either personally or virtually via the Court's remote appearance portal found by going to the following link: <https://www.occourts.org/civil-remote-hearings>. Then scroll down until you find the link for Department CX105. Follow the prompts to register and appear. Check the Court's website for the most current information.

IX. HOW CAN I GET MORE INFORMATION?

-9-

Questions? Call the Settlement Administrator toll free at [phone number], [URL of Settlement Website]

The Agreement spells out everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website [insert website]. The Settlement administrator will post key documents on its website, including the operative complaint, the PAGA notices to LWDA, the Settlement Agreement and any amendments, the class notice and all opt out and objection forms, the orders granting preliminary approval and final approval and the judgment. The judgment will remain on the website for 180 days. You can also access the Court's file free-of-charge by visiting the Court's website, <https://www.occourts.org> and entering the Case Number (30-2023-01367894-CU-OE-CXC). You can also telephone or send an email to Class and PAGA Counsel or the Administrator using the contact information listed below.

X. CLASS & PAGA COUNSEL INFORMATION

Attorneys for Plaintiff, the Class and Aggrieved Employees

LAW OFFICES OF FARRAH MIRABEL

Farrah Mirabel
1070 Stradella Rd.
Los Angeles, CA 90077
Telephone: (714) 972-0707

EMPLOYMENT RIGHTS LAWYERS, APC

Amir Seyedfarshi
6300 Wilshire Blvd., Ste. 708
Los Angeles, CA 90048
Telephone: (424) 777-0964

The Court has preliminarily approved Law Offices of Farrah Mirabel and Employment Rights Lawyers, APC to represent Plaintiff, on an individual basis, and you and all other Class Members, on a class-wide basis, simultaneously.

XI. ADMINISTRATOR INFORMATION

Settlement Administrator

ILYM Group
[Email Address]
[Website Address]
[Mailing Address]
[Telephone]
[Fax Number]
[Email Address assigned for this case]

XII. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Unclaimed Property Fund.

-10-

Questions? Call the Settlement Administrator toll free at [phone number], [URL of Settlement Website]

-11-

Questions? Call the Settlement Administrator toll free at [phone number], [URL of Settlement Website]

ELECTION NOT TO PARTICIPATE IN ("OPT OUT") CLASS ACTION SETTLEMENT FORM

Superior Court of California, County of Orange
Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc.
Case No. 30-2023-01367894-CU-OE-CXC

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT, MAIL, FAX OR EMAIL THIS EXCLUSION FORM BY THE DEADLINE TO: THE SETTLEMENT ADMINISTRATOR, C/O ILYM GROUP [INSERT ADMINISTRATOR ADDRESS, FACSIMILE & EMAIL ADDRESS]

You are a Class Member if you are currently employed or were formerly employed by Harbor Truck Bodies, Inc. ("Defendant") as an hourly-paid non-exempt employee working in California at any time during the period from December 18, 2019 through September 8, 2024 ("Class Period") and did not previously settle and release your individual claims with Defendant covering the Class Period. You are an Aggrieved Employee if you were employed by Defendant as a non-exempt employee working in California at any time during the period from December 12, 2022, through September 8, 2024 ("PAGA Period"). By signing and mailing, faxing or emailing this document to the Settlement Administrator at the address above, you are deciding to exclude yourself from the Class and deciding not to participate in the class portion of the proposed settlement of the action entitled *Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc.*, Case No. 30-2023-01367894-CU-OE-CXC. However, Aggrieved Employees may not exclude themselves from the PAGA portion of the proposed settlement.

BY SIGNING BELOW, IT IS MY DECISION NOT TO PARTICIPATE IN THE ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS IN THAT ACTION. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT SHARE AND ANY CLAIMS I HAVE DURING THE CLASS PERIOD WILL NOT BE RELEASED. HOWEVER, IF I AM AN AGGRIEVED EMPLOYEE AND QUALIFY FOR A PAYMENT FROM THE PAGA PAYMENT, I WILL BE MAILED A CHECK FOR THAT PAYMENT REGARDLESS OF WHETHER I EXCLUDE MYSELF FROM THE CLASS PORTION OF THE PROPOSED SETTLEMENT, AND I WILL RELEASE ANY PAGA CLAIMS I HAVE DURING THE PAGA TIMEFRAME BASED UPON THE PAGA CLAIMS. IF YOU ARE ELECTING NOT TO PARTICIPATE IN THE CLASS PORTION OF THE SETTLEMENT, FILL OUT AS MUCH OF THE INFORMATION BELOW TO ENABLE THE SETTLEMENT ADMINISTRATOR TO IDENTIFY YOU AND DON'T FORGET TO SIGN IT.

Dated: _____ (Signature)

(Last four digits of Social Security number) (Type or print name and former name(s))

(Telephone Number) (Address)

(Address continued)

Note: You may reach out to the Settlement Administrator by phone, email, fax or mail if you have any questions. Their phone number is [INSERT ILYM PHONE NUMBER FOR THIS CASE.]

NOTICE OF OBJECTION FORM

Superior Court of California, County of Orange
Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc.
Case No. 30-2023-01367894-CU-OE-CXC

INSTRUCTIONS: TO OBJECT TO THE SETTLEMENT, YOU MUST FILL OUT, SIGN AND RETURN THIS FORM (OR ANOTHER WRITTEN DOCUMENT CONTAINING THE REQUESTED INFORMATION AND IDENTIFYING THE CASE NAME) TO THE SETTLEMENT ADMINISTRATOR, ILYM GROUP, BY THE RESPONSE DEADLINE OF [INSERT RESPONSE DEADLINE]. IF YOU WANT TO SEND IT BY EMAIL, SEND IT TO: [INSERT ILYM EMAIL ADDRESS]. IF YOU WANT TO FAX IT, FAX IT TO: [INSERT FAX NO.]. IF YOU MAIL IT, IT MUST BE POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] AND SENT TO: SETTLEMENT ADMINISTRATOR, C/O ILYM GROUP [INSERT ADMINISTRATOR ADDRESS]

IDENTIFYING INFORMATION

To verify your identity and contact you if the information is unclear, please complete as much of the requested information below as you can:

Dated: _____ (Signature)

(Last four digits of Social Security number) (Type or print name and former name(s))

(Telephone Number) (Address)

(Address continued)

Note: You may reach out to the Settlement Administrator by phone, email, fax or mail if you have any questions. Their phone number is [INSERT ILYM PHONE NUMBER FOR THIS CASE.]

THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED SETTLEMENT.

I object to the settlement for the following reasons:

(Attach additional pages if necessary.)

CORTE SUPERIOR DE CALIFORNIA, CONDADO DE ORANGE
Ramon Andrade como individuo y en nombre de todos los demás en la misma situación v. Harbor Truck Bodies, Inc., et. Al.
Número de Caso: 30-2023-01367894-CU-OE-CXC

NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA Y EN VIRTUD DE LA PAGA Y DE AUDIENCIA PARA LA APROBACIÓN FINAL DE LA CORTE

La Corte Superior del Condado de Orange autorizó esta notificación. No es correo basura, spam, un anuncio o una solicitud de un abogado. Esta no es una demanda en contra de usted y no se le está demandando. Sin embargo, sus derechos legales se ven afectados tanto si usted actúa o no.

USTED PUEDE TENER DERECHO A RECIBIR DINERO EN VIRTUD DEL ACUERDO PROPUESTO. POR FAVOR, LEA ESTA NOTIFICACIÓN CON ATENCIÓN, YA QUE LE INFORMA SOBRE SUS DERECHOS LEGALES.

Usted puede ser eligible para recibir dinero de una demanda colectiva de empleados (la "Demanda") en contra de Harbor Truck Bodies, Inc. (la "Parte Demandada") por presuntas violaciones de salarios y horas. La Demanda fue presentada por un ex empleado de la Parte Demandada con el nombre de Ramon Andrade (la "Parte Demandante") y busca: el pago de los salarios, las primas, los honorarios de los abogados, los costos, los intereses y las indemnizaciones pactadas por un colectivo de empleados no exentos pagados por hora (los "Miembros de la Demanda Colectiva") que trabajaron para la Parte Demandada en California en cualquier momento entre el 18 de diciembre de 2019 y el 8 de septiembre de 2024 (el "Período de la Demanda Colectiva"), que no resolvieron anteriormente las reclamaciones resueltas en esta Demanda; y las sanciones en virtud de la Ley del Procurador General Privado de California ("PAGA", por sus siglas en inglés) para todos los empleados no exentos pagados por hora que trabajaron para la Parte Demandada en California como empleados no exentos pagados por hora en cualquier momento durante el **Período de la PAGA** (entre el 12 de diciembre de 2022 y el 8 de septiembre de 2024) (los "Empleados Agraviados").

El Acuerdo propuesto tiene dos partes fundamentales: (1) un Acuerdo de Demanda Colectiva que requiere que la Parte Demandada financie Pagos Individuales de la Demanda Colectiva, y (2) un Acuerdo en virtud de la PAGA que requiere que la Parte Demandada financie Pagos Individuales en virtud de la PAGA y que pague las sanciones civiles a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California ("LWDA", por sus siglas en inglés).

Basándose en los registros de la Parte Demandada y las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Demanda Colectiva es de \$ _____ (menos las retenciones aplicables) y se estima que su Pago Individual en virtud de la PAGA es de \$ _____**. La cantidad real que puede recibir probablemente será diferente y va a depender de una serie de factores. Si se indica "cero" o "0" en el Pago Individual en virtud de la PAGA, esto significa que según los registros de la Parte Demandada, usted no es elegible para recibir un Pago Individual en virtud de la PAGA bajo el Acuerdo porque no trabajó para la Parte Demandada en California durante el Período de la PAGA como un empleado no exento pagado por hora.

Las estimaciones anteriores se basan en los registros de la Parte Demandada que muestran que usted **trabajó _____ semanas de trabajo** durante el Período de la Demanda Colectiva (menos cualquier semana de trabajo durante la cual estuvo ausente con licencia o no trabajó al menos un turno en una determinada semana de trabajo) y que usted **trabajó _____ periodos de pago** durante el Período de la PAGA. Si usted cree que trabajó más semanas de trabajo durante el Período de la Demanda Colectiva o más periodos de pago durante el Período de la PAGA, usted puede presentar una objeción antes de la fecha límite. **Vea la Sección IV (3) de esta Notificación.**

La Corte ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado esta Notificación. La Corte aún no ha decidido si conceder la aprobación final o no. Sus derechos legales se ven afectados tanto si usted actúa como si no lo hace.

LEA ESTE AVISO CON ATENCIÓN. Durante la Audiencia de aprobación definitiva, el Tribunal decidirá si aprobar la Conciliación de manera definitiva y cuánto de la Conciliación se pagará al Demandante y a los Abogados del demandante ("Abogados del colectivo").

Si usted trabajó para la Parte Demandada en California como un empleado no exento pagado por hora durante el Período de la Demanda Colectiva y/o el Período de la PAGA, usted tiene dos opciones básicas en virtud del Acuerdo:

EXHIBIT 3

- (1) **HACER NADA.** Usted no tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Demanda Colectiva y/o un Pago Individual en virtud de la PAGA. Como un Miembro Participante de la Demanda Colectiva, usted va a renunciar a su derecho de afirmar las reclamaciones de salarios del Periodo de la Demanda Colectiva y las reclamaciones de sanciones del Periodo de la PAGA en contra de la Parte Demandada y las Partes Liberadas según se definen más abajo en las Secciones III(9) y III(10).
- (2) **EXCLUIRSE DEL ACUERDO DE LA DEMANDA COLECTIVA.** Usted puede excluirse del Acuerdo de la Demanda Colectiva (darse de baja) mediante la presentación oportuna de la Solicitud de Exclusión por escrito (adjunta a esta Notificación) o al enviarle al Administrador una carta escrita o un correo electrónico que comunique razonablemente su elección de que se le excluya del Acuerdo. Si usted se excluye del Acuerdo, usted no va a recibir un Pago Individual de la Demanda Colectiva y va a preservar su derecho a perseguir personalmente las reclamaciones de salario del Periodo de la Demanda Colectiva en contra de la Parte Demandada. Sin embargo, incluso si usted opta por no participar en el Acuerdo de la Demanda Colectiva, aún va a recibir su Pago Individual en virtud de la PAGA (y va a liberar a la Parte Demandada de las reclamaciones de sanciones del Periodo de la PAGA) si usted cae dentro de la definición de Empleados Agravados bajo este Acuerdo. Usted no puede excluirse del Pago en virtud de la PAGA.

LA PARTE DEMANDADA NO VA A TOMAR REPRESENTACIONES CONTRA USTED POR NINGUNA ACCIÓN QUE USTED TOMÉ CON RESPECTO AL ACUERDO PROPUESTO.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO

Usted no tiene que hacer nada para formar parte del Acuerdo	Si usted no hace nada, va a ser un Miembro Participante de la Demanda Colectiva, elegible para un Pago Individual de la Demanda Colectiva y un Pago Individual en virtud de la PAGA (si aplica). A cambio, usted va a renunciar a su derecho de hacer valer las reclamaciones de salarios y horas y las reclamaciones de sanciones de la PAGA en contra de la Parte Demandada y las Partes Liberadas sobre la base de los hechos del Periodo de la Demanda Colectiva y los hechos del Periodo de la PAGA respectivamente alegados en la Demanda.
Usted puede excluirse del Acuerdo de la Demanda Colectiva pero no del Acuerdo en virtud de la PAGA	Si usted no desea participar por completo en el Acuerdo propuesto, puede excluirse (darse de baja) del Acuerdo de la Demanda Colectiva enviando al Administrador una Solicitud de Exclusión por escrito antes de la fecha límite. Una vez excluido/a, usted será un Miembro No Participante de la Demanda Colectiva y ya no será elegible para un Pago Individual de la Demanda Colectiva. Vea la Sección III(6) de esta Notificación.
La Fecha Límite de Exclusión es el [ingrese la fecha - 60 días después de que el Administrador envíe esta notificación]	Los miembros del grupo no participantes que trabajaron durante el Periodo PAGA siguen siendo elegibles para recibir un Pago Individual PAGA y deben renunciar a su derecho a presentar demandas por sanciones PAGA contra el Demandado y las Partes Liberadas con base en los hechos del Periodo PAGA alegados en la Demanda Operativa y el Anexo B de la Demanda Operativa en la Demanda. Los miembros del grupo no participantes tampoco pueden objetar ninguna parte del Acuerdo propuesto.

-2-

¿Tiene alguna pregunta? Llame al Administrador del Acuerdo al número gratuito (888) 250-6810; [URL del Sitio Web del Acuerdo]

Los Miembros Participantes de la Demanda Colectiva pueden oponerse al Acuerdo de la Demanda Colectiva pero no al Acuerdo en virtud de la PAGA. Las objeciones por escrito deben ser presentadas antes del [ingrese la fecha - 60 días después de que el Administrador envíe esta notificación]	Los Miembros Participantes de la Demanda Colectiva pueden oponerse a cualquier aspecto del Acuerdo propuesto. La decisión de la Corte sobre si finalmente aprobar el Acuerdo o no va a incluir una determinación de cuánto se pagará a los Abogados de la Demanda Colectiva y a la Parte Demandante que presentó la Demanda en favor del Colectivo. Usted no es personalmente responsable de ningún pago a los Abogados de la Demanda Colectiva o a la Parte Demandante, pero cada dólar pagado a los Abogados de la Demanda Colectiva y a la Parte Demandante reduce la cantidad total pagada a los Miembros Participantes de la Demanda Colectiva. Usted puede oponerse a los importes solicitados por los Abogados de la Demanda Colectiva a la Parte Demandante si usted cree que son poco razonables. Vea la Sección VII de esta Notificación.
Usted puede participar en la Audiencia de Aprobación Final del [ingrese fecha]	La Audiencia de Aprobación Final de la Corte está programada para llevarse a cabo el [ingrese fecha]. Usted no tiene que asistir, pero si tiene el derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o mediante la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Demanda Colectiva pueden oponerse verbalmente al Acuerdo en la Audiencia de Aprobación Final. Vea la Sección VII de esta Notificación.
Usted puede disputar el Cálculo de sus Semanas de Trabajo o Periodos de Pago	El importe de su Pago Individual de la Demanda Colectiva depende de cuántas semanas de trabajo usted trabajó para la Parte Demandada como un empleado no exento en California, por lo menos un turno durante el Periodo de la Demanda Colectiva. El importe de su Pago Individual en virtud de la PAGA depende de cuántos periodos de pago usted trabajó para la Parte Demandada como un empleado no exento durante el Periodo de la PAGA. El número de Semanas de Trabajo del Periodo de la Demanda Colectiva y el número de periodos de pago durante el Periodo de la PAGA que usted trabajó de acuerdo con los registros de la Parte Demandada se indican en la primera página de esta Notificación. Si usted no está de acuerdo con cualquiera de estos números, debe disputarlos antes del [ingrese fecha]. Vea la Sección IV (3) de esta Notificación.
Las disputas por escrito deben ser presentadas antes del [ingrese la fecha - 60 días después de que el Administrador envíe esta notificación]	

I. ¿DE QUÉ SE TRATA ESTA DEMANDA?

La Demanda fue presentada por la Parte Demandante, un empleado no exento de la Parte Demandada, quien trabajó para la Parte Demandada en el estado de California. La Demanda acusa a la Parte Demandada de violar las leyes de trabajo de California al presuntamente no pagar todos los salarios a la tasa correcta y a tiempo (por ejemplo, los salarios de horas extraordinarias, los salarios mínimos, los salarios tras la terminación del empleo, pago de vacaciones, pago por enfermedad, pago por enfermedad de COVID-19), no proporcionar períodos para comer y de descanso conformes a la ley, no reembolsar los gastos comerciales necesarios, no mantener ni producir recibos de pago y/o de nómina precisos, discriminación/represalia ilegal en violación del Código de Trabajo §1102.5 y no proporcionar asientos adecuados en violación de la Orden de Salario aplicable. La Parte Demandante también afirma una reclamación por sanciones civiles en virtud de la Ley del Procurador General Privado de California (sección 2698, y ss. del Código de Trabajo) ("PAGA", por sus siglas en inglés) sobre la base de las supuestas violaciones mencionadas anteriormente y otras y alega que la Parte Demandada violó la sección 17200, y ss. del Código de Negocios y Profesiones. La Parte Demandante está siendo representada por abogados en la Demanda: Farrah Mirabel de Law Offices of Farrah Mirabel and Amir Seyyedfarshi de Employment Rights Lawyers, APC (los "Abogados de la Demanda Colectiva y de la PAGA"). La Parte Demandante presenta la Demanda como una demanda colectiva en nombre propio y de otros empleados actuales y anteriores de la Parte Demandada que trabajaron en California como empleados no exentos (los "Miembros de la Demanda Colectiva") en cualquier momento durante el periodo de la demanda colectiva (entre el 18 de diciembre de 2019 y el 8 de septiembre de 2024) (el "Periodo de la Demanda Colectiva").

-3-

¿Tiene alguna pregunta? Llame al Administrador del Acuerdo al número gratuito (888) 250-6810; [URL del Sitio Web del Acuerdo]

El también presenta la Demanda como una Demanda en virtud de la PAGA en nombre de la Agencia del Trabajo y Desarrollo Laboral de California ("LWDA", por sus siglas en inglés) y todos los empleados actuales y anteriores de la Parte Demandada que trabajaron para la misma en California como empleados no exentos pagados por hora (los "Empleados Agravados") en cualquier momento durante el Periodo de la PAGA (entre el 12 de diciembre de 2022 y el 8 de septiembre de 2024) (el "Periodo de la PAGA"). El Acuerdo propuesto de esta Demanda es un acuerdo de demanda colectiva y representativa, lo que significa que el Acuerdo resuelve: (1) las **Reclamaciones Liberadas de la Demanda Colectiva** (definidas en la sección III(9) más abajo) de todos los **Miembros de la Demanda Colectiva** (con la excepción de aquellos Miembros de la Demanda Colectiva que se excluyan a tiempo del acuerdo de la demanda colectiva al solicitar que se les excluya en la manera establecida en la sección III (6) más abajo) y (2) las reclamaciones de PAGA publicadas (definidas en la sección III(10) más abajo) de todos los **Empleados Agravados**. A cambio de renunciar al derecho de demandar a las **Partes Liberadas** (definidas en la sección III(9) y la sección III(10) más abajo) por las reclamaciones liberadas, a los Miembros de la Demanda Colectiva que no decidan excluirse de la parte de la demanda colectiva del Acuerdo propuesto se les van a enviar cheques por correo por sus Partes Individuales del Acuerdo. De manera similar, a cambio de renunciar al derecho de demandar a las Partes Liberadas por las **Las reclamaciones de PAGA publicadas**, los **Empleados Agravados** van a recibir cheques por correo por su parte del **Pago en virtud de la PAGA**.

La Parte Demandada niega la violación de cualquiera de las leyes alegadas en la Demanda y sostiene que cumplió con todas las leyes aplicables.

II. ¿QUÉ SIGNIFICA QUE LA DEMANDA HAYA LLEGADO A UN ACUERDO DE SOLUCIÓN?

La Corte no ha determinado si la Parte Demandada o la Parte Demandante tienen razón en cuanto a los méritos de la Demanda. La Parte Demandante y la Parte Demandada contrataron a un mediador neutral con experiencia y participaron en una mediación en un esfuerzo para resolver la Demanda negociando y darle un final al caso por acuerdo (resolver el caso) en lugar de continuar el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Al firmar un acuerdo de solución (el "Acuerdo") por escrito y acordar pedirle a la Corte que dicte una sentencia que le ponga fin a la Demanda y haga cumplir el Acuerdo, la Parte Demandante y la Parte Demandada han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final de la Corte. Ambas partes están de acuerdo en que el Acuerdo es un compromiso de reclamaciones muy controvertidas. Al acordar un acuerdo, la Parte Demandada no admite ninguna violación ni concede el mérito de ninguna reclamación. A lo largo de la Demanda, la Parte Demandada ha disputado las reclamaciones.

III. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

- La Parte Demandada va a pagar \$450,000 como el Importe Bruto del Acuerdo ("Importe Bruto del Acuerdo"). Bajo los términos del Acuerdo propuesto, la Parte Demandada acordó depositar el Importe Bruto del Acuerdo de cuatrocientos cincuenta mil dólares (\$450,000) en una cuenta controlada por el Administrador del Acuerdo (el "Administrador del Acuerdo"). El Administrador del Acuerdo va a usar el Importe Bruto del Acuerdo para realizar los Pagos Individuales de la Demanda Colectiva (incluyendo los impuestos de los empleados), el Pago de Servicio del Representante de la Demanda Colectiva, los honorarios y costos de los abogados de los Abogados de la Demanda Colectiva y de la PAGA, los gastos del Administrador del Acuerdo, el Pago Individual en virtud de la PAGA a los Empleados Agravados y las sanciones civiles a pagar a la LWDA.
- Deducciones Aprobadas por la Corte del Importe Bruto del Acuerdo.** En la Audiencia de Aprobación Final, la Parte Demandante y/o los Abogados de la Demanda Colectiva le van a solicitar a la Corte que apruebe las siguientes deducciones del Importe Bruto del Acuerdo, cuyo monto será decidido por la Corte en la Audiencia de Aprobación Final.
 - Honorarios y Costos de los Abogados:** Hasta \$135,000 para la Clase y los Abogados de PAGA por honorarios y costos de abogados, y hasta \$10,000 por sus gastos de litigio. Hasta la fecha, los Abogados de la Demanda Colectiva han trabajado e incurrido en gastos en la Demanda sin pago.
 - Compensación de los Representantes de la Demanda Colectiva:** Un máximo de \$2,500.00 como un Pago de Servicio del Representante de la Demanda Colectiva para la Parte Demandante por presentar la Demanda, trabajar con los Abogados de la Demanda Colectiva y de la PAGA y representar al Colectivo.
 - Costos de Administración de las Reclamaciones:** Un máximo de \$8,600.00 al Administrador del Acuerdo por los servicios de administrar el Acuerdo.

-4-

¿Tiene alguna pregunta? Llame al Administrador del Acuerdo al número gratuito (888) 250-6810; [URL del Sitio Web del Acuerdo]

- Sanciones de la PAGA:** Un máximo de \$20,000.00 por las Sanciones de la PAGA, asignando el 75% (\$15,000.00) a la LWDA por el Pago en virtud de la PAGA y el 25% (\$5,000.00) en Pagos Individuales en virtud de la PAGA a los Empleados Agravados en base a sus Periodos de Pago del Periodo de la PAGA.

Los Miembros Participantes de la Demanda Colectiva tienen el derecho a oponerse a cualquiera de estas deducciones. La Corte va a considerar todas las objeciones que se presenten a tiempo.

- Importe Neto del Acuerdo Distribuido a los Miembros de la Demanda Colectiva.** Después de hacer las deducciones anteriores en cantidades aprobadas por la Corte, el Administrador del Acuerdo va a distribuir el resto del Importe Bruto del Acuerdo (el "Importe Neto del Acuerdo") haciendo Pagos Individuales de la Demanda Colectiva a los Miembros Participantes de la Demanda Colectiva con base en sus Semanas de Trabajo del Periodo de la Demanda Colectiva.
- Impuestos Adeudados por Pagos a los Miembros de la Demanda Colectiva.** La Parte Demandante y la Parte Demandada le están pidiendo a la Corte que apruebe una asignación del 34% de cada Pago Individual de la Demanda Colectiva a salarios impositivos ("Porción Salarial") y el 66% a intereses y primas ("Porción No Salarial"). La Porción Salarial está sujeta a retenciones y será informada en Formularios IRS W-2. Los impuestos del lado de los empleados y las retenciones aplicables del lado de los empleados se van a deducir de la Parte Salarial y la Parte Demandada va a pagar por separado los impuestos salariales del lado del empleador que debe en la Parte Salarial. Los Pagos Individuales en virtud de la PAGA son 100% para sanciones en lugar de salarios.

A pesar de que la Parte Demandante y la Parte Demandada han acordado estas asignaciones, ninguna de las partes le está dando garantía sobre si sus pagos son impositivos o cuántos podrían deducir en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo las sanciones e intereses sobre los impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto.

- Necesidad de Cobrar Rápidamente Cheques de los Pagos del Acuerdo.** El frente de cada cheque emitido por Pagos Individuales de la Demanda Colectiva y Pagos Individuales en virtud de la PAGA mostrará la fecha en que expira el cheque (la fecha de anulación). El cheque o los cheques se van a anular de manera automática si no se cobran dentro de 180 días naturales después de la fecha en que el Administrador del Acuerdo le envíe el cheque o los cheques. Si usted no cobra el cheque o los cheques antes de su fecha de anulación, su cheque o cheques se van a cancelar de manera automática y se van a poder cobrar. Esos fondos no reclamados van a ser entregados por el Administrador del Acuerdo al Fondo de Bienes No Reclamados del Contralor de California en su nombre.
- Solicitudes de Exclusión del Acuerdo de la Demanda Colectiva (Dadas de Baja).** A usted se le va a tratar como un Miembro Participante de la Demanda Colectiva, participando por completo en el Acuerdo de la Demanda Colectiva, a menos que le notifique al Administrador del Acuerdo por escrito (lo cual puede ser por correo electrónico, fax u otra forma escrita) antes del [ingrese fecha 60 días después de la fecha en que se envió esta notificación] que desea que se le excluya. La manera más fácil de notificar al Administrador del Acuerdo es llenando, firmando y enviando el "Formulario de Elección de No Participar en ("Exclude" de) el Acuerdo de la Demanda Colectiva" ("Formulario de Exclusión") que se adjunta con esta Notificación, antes de la fecha límite del [ingrese la fecha límite]. Los Miembros de la Demanda Colectiva Excluidos (es decir, los Miembros No Participantes de la Demanda Colectiva) no van a recibir Pagos Individuales de la Demanda Colectiva, pero van a conservar sus derechos de presentar personalmente sus reclamaciones de salarios y horas en contra de la Parte Demandada.

No puede optar por no participar en la sección PAGA del Acuerdo. Los Miembros del Grupo que se excluyan del Acuerdo (Miembros del Grupo No Participantes) siguen teniendo derecho a recibir Pagos Individuales PAGA y deben renunciar a su derecho a presentar reclamaciones PAGA contra el Demandado con base en los hechos y reclamaciones PAGA alegados en la Demanda y/o en la Notificación por Carta PAGA (Anexo B de la Demanda Operativa) enviada en nombre del Demandante el 6 de diciembre de 2023 al Demandado y a la LWDA.

- El Acuerdo Propuesto será Nulo si la Corte Niega la Aprobación Final.** Es posible que la Corte se niegue a conceder la Aprobación Final del Acuerdo o que se niegue a dictar una sentencia. También es posible que la Corte dicte una Sentencia que se revoque en apelación. La Parte Demandante y la Parte Demandada han acordado que, en cualquier caso, el Acuerdo va a ser nulo. La Parte Demandada no va a pagar ningún dinero y los Miembros de la Demanda Colectiva no van a liberar ninguna reclamación en contra de la Parte Demandada.

-5-

¿Tiene alguna pregunta? Llame al Administrador del Acuerdo al número gratuito (888) 250-6810; [URL del Sitio Web del Acuerdo]

8. **Administrador del Acuerdo.** La Corte ha designado a una empresa neutral, ILYM Group (el "Administrador") para que envíe esta Notificación, calcule y realice los pagos, procese las Disputas de los Miembros de la Demanda Colectiva relativas a las Semanas de Trabajo y los Periodos de Pago de la PAGA, envíe y renvide por correo los cheques del acuerdo y los formularios fiscales y para que realice otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección XI de esta Notificación.

9. **Exoneración de los Miembros participantes del colectivo.** Los Miembros participantes del colectivo quedarán legalmente impedidos de presentar cualquiera de las reclamaciones exoneradas en virtud de la Conciliación. La presente Exoneración entrará en vigor una vez que el Demandado haya cumplido con sus obligaciones de pago en concordancia con la Sección 4.4 del Acuerdo y a cambio de la contraprestación establecida en el Acuerdo.

Las **Partes exoneradas** son el Demandado y cada uno de sus directores, funcionarios, accionistas, miembros, propietarios presentes y pasados, así como empleados y empleados actuales, los abogados del Demandado, Fisher & Phillips, LLP, la aseguradora del Demandado Philadelphia Indemnity Insurance Company y los predecesores y sucesores en interés del Demandado.

Los Miembros Participantes de la Demanda Colectiva estarán sujetos a la siguiente liberación:

"Reclamaciones de la Clase Liberadas" se refiere a las reclamaciones liberadas por los Miembros Participantes de la Clase, en contraprestación por su parte del Pago Individual de la Clase. Las Reclamaciones de la Clase Liberadas son todas las reclamaciones presentadas en la Demanda Operativa y cualquier otra reclamación que razonablemente pudiera haberse presentado en la Demanda con base en los hechos alegados en la Demanda Operativa por: (1) incumplimiento de los descansos legales; (2) incumplimiento de los descansos legales; (3) incumplimiento de las horas extras; (4) pago insuficiente de salarios, incluyendo, entre otros, el incumplimiento de pagar todos los salarios devengados a la tasa correcta, el incumplimiento de pagar al menos el salario mínimo y el pago de vacaciones; (5) incumplimiento de reembolsar los gastos comerciales necesarios; (6) incumplimiento de mantener y presentar comprobantes de pago/declaraciones de ingresos precisos; (7) incumplimiento de pagar puntualmente todos los salarios al finalizar la relación laboral; (8) incumplimiento de pagar la baja por enfermedad; (9) discriminación/despido ilegal en violación del Código Laboral §1102.5; (10) incumplimiento del pago correcto de la licencia por enfermedad suplementaria por COVID-19; (11) incumplimiento de proporcionar asientos adecuados; y (12) violación del Código de Negocios y Profesiones §17200 y siguientes. Inclusive, las Reclamaciones Colectivas Liberadas también incluyen reclamaciones dentro del Periodo de la Clase por violaciones de las siguientes secciones del Código Laboral de California: 201, 202, 203, 204, 226, 226.7, 227.3, 246, 246.5, 248.1, 248.2, 248.6, 432, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 2802 y las Ordenes Salariales aplicables ("Reclamaciones Colectivas Liberadas").

Los Miembros Participantes de la Demanda Colectiva que además son Empleados Agravados de la PAGA también deberán liberar las **Reclamaciones Liberadas de la PAGA** (identificadas más abajo en la sección III) además de liberar las **Reclamaciones Liberadas de la Demanda Colectiva**.

10. **Exoneración PAGA de la LWDA y los Empleados agravados.** La Exoneración de la LWDA y los Empleados agravados:

Las Reclamaciones PAGA exoneradas hace referencia a todas las reclamaciones por sanciones civiles en virtud de la Ley de representación privada como procurador general de 2004 del Código Laboral de California ("PAGA", por sus siglas en inglés), artículo 2698 y ss. del Código Laboral basadas en los hechos alegados en la Denuncia operativa y expresamente identificadas en el Aviso PAGA (definidas bajo la sección 1.37 del Acuerdo de conciliación para la demanda colectiva y PAGA) ("Reclamaciones PAGA exoneradas").

11. La Parte Demandada puede terminar el Acuerdo si la Participación de la Demanda Colectiva es demasiado baja. Si más del cinco por ciento (5%) de los Miembros de la Demanda Colectiva se excluyen del Acuerdo de manera oportuna y válida, la Parte Demandada tiene el derecho, pero no la obligación, de terminar, anular e invalidar este Acuerdo propuesto. Si la Parte Demandada lo termina, no tendrá obligación alguna de realizar pago alguno a los Miembros de la Demanda Colectiva o los Empleados Agravados, y los Miembros de la Demanda Colectiva van a conservar, en vez de liberar, sus derechos de presentar reclamaciones en cuenta de la Parte Demandada de manera individual.

-6-

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en caso de que el Administrador necesite contactarlo para confirmar su identidad. Debe firmar la solicitud usted mismo, incluso si está representado por un abogado. Su **solicitud de exclusión debe enviarse al Administrador antes del [fecha] ("Fecha Límite de Respuesta")**; de lo contrario, será inválida. Usted (o su abogado) puede enviarla por correo postal, fax o correo electrónico. La Sección XI del Aviso contiene la información de contacto del Administrador, incluyendo dirección postal, número de fax y correo electrónico. Una solicitud de exclusión se considerará válida si su matasello no es posterior a la **fecha límite de respuesta** y proporciona suficiente información para que el Administrador pueda identificar al Miembro del Grupo y comprender su solicitud.

VII. ¿CÓMO ME OPONGO AL ACUERDO?

Sólo los Miembros Participantes de la Demanda Colectiva tienen el derecho a oponerse del Acuerdo. Antes de decidir si oponerse o no, es posible que desee ver lo que la Parte Demandante y la Parte Demandada le están pidiendo a la Corte que apruebe. Al menos [ingrese] días antes de la Audiencia de Aprobación Final del [fecha], los Abogados de la Demanda Colectiva y/o la Parte Demandante van a presentar ante la Corte una Moción para la Aprobación Final que incluya, entre otras cosas, las razones por las cuales el Acuerdo propuesto es justo, una solicitud para la aprobación de los importes solicitados, incluyendo el importe bruto del acuerdo, la solicitud de honorarios de los abogados, los gastos, los costos de administración y el Premio de Servicio del Representante de la Demanda Colectiva. Usted puede presentar la Notificación de Formulario de Objeción adjunta a esta Notificación o puede presentar otro documento siempre que comunique oportunamente su objeción.

Un Miembro del Grupo Participante que no esté de acuerdo con algún aspecto del Acuerdo o de la Moción de Aprobación Final podrá objetar, por ejemplo, que el Acuerdo propuesto es injusto o que las cantidades solicitadas por el Grupo, los Abogados de PAGA o el Demandante son demasiado altas o demasiado bajas. La **fecha límite para enviar objeciones por escrito al Administrador es el [fecha]**. Asegúrese de informar al Administrador a qué se opone, por qué se opone y cualquier hecho o argumento legal que sustente su objeción. Asegúrese de identificar la Demanda (Ramon Andrade, a título individual y en representación de todos los demás en situación similar contra Harbor Truck Bodies, Inc., et. al., Caso n.º 30-2023-01367894-CU-OE-CXC) e incluya su nombre, dirección actual, número de teléfono, fechas aproximadas de empleo con el Demandado, el nombre y la información de contacto de su abogado (si la tiene), firme la objeción o solicite a su abogado (si lo tiene) que la firme en su nombre e indique si usted o su representante legal (si lo tiene) tienen la intención de comparecer en la Audiencia de Aprobación Definitiva. La Sección XI de este Aviso contiene la información de contacto del Administrador. Usted o su abogado pueden enviar la objeción al Administrador por correo postal, correo electrónico o fax.

Alternativamente, los Miembros Participantes de la Demanda Colectiva pueden oponerse (o contratar personalmente a un abogado para que se oponga a su propio costo) al asistir a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar listo para decirle a la Corte a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Vea la Sección VIII de esta Notificación (inmediatamente debajo de este párrafo) para conocer los detalles sobre la Audiencia de Aprobación Final.

VIII. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Puede, pero no tiene que asistir a la Audiencia de Aprobación Final el [fecha] a las [hora] en el Departamento CX1045 del Tribunal Superior del Condado de Orange, ubicado en el Centro del Complejo Civil, 751 West Santa Ana Blvd., Santa Ana, CA 92701. En la Audiencia, el juez decidirá si otorga la Aprobación Final del Acuerdo y qué porcentaje del Acuerdo Bruto se pagará a los Abogados del Grupo, al Demandante y al Administrador. Puede asistir (o contratar a un abogado para que asista) ya sea en persona o virtualmente a través del portal de comparecencia remota del Tribunal que se encuentra en el siguiente enlace: <https://www.occourts.org/civil-remote-hearings>. Luego, desplácese hacia abajo hasta encontrar el enlace del Departamento CX1054. Siga las instrucciones para registrarse y comparecer. Consulte el sitio web del Tribunal para obtener la información más actualizada.

IX. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que la Parte Demandada y la Parte Demandante han prometido hacer en virtud del Acuerdo propuesto. La manera más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web del Administrador en [ingrese el sitio web]. El Administrador del Acuerdo va a publicar documentos clave en su sitio web, incluyendo la denuncia operativa, las notificaciones de la PAGA a la LWDA. El Acuerdo de Solución y cualquier enmienda, la notificación de la demanda colectiva y todos los formularios de exclusión y objeción, las órdenes que conceden la aprobación preliminar y la aprobación final y la sentencia. La sentencia va a permanecer en el sitio web durante 180 días. Usted también puede acceder al expediente de la Corte de manera gratuita visitando el sitio web de la Corte, <https://www.occourts.org> e ingresando el Número de Caso

-8-

¿Tiene alguna pregunta? Llame al Administrador del Acuerdo al número gratuito (888) 250-6810; [URL del Sitio Web del Acuerdo]

IV. ¿CÓMO VA A CALCULAR MI PAGO EL ADMINISTRADOR?

- Pagos Individuales de la Demanda Colectiva.** El Administrador va a calcular los Pagos Individuales de la Demanda Colectiva al (a) dividir el Importe Neto del Acuerdo por el número total de Semanas de Trabajo del Periodo de la Demanda Colectiva trabajadas por todos los Miembros Participantes de la Demanda Colectiva (menos cualquier periodo de tiempo durante el cual el Miembro de la Demanda Colectiva estuvo ausente con licencia y no trabajó, o no trabajó al menos un turno dentro de una semana de trabajo), y (b) multiplicar el resultado por el número de Semanas de Trabajo del Periodo de la Demanda Colectiva trabajadas por cada Miembro Participante de la Demanda Colectiva individual.
- Pagos Individuales en virtud de la PAGA.** El Administrador va a calcular los Pagos Individuales en virtud de la PAGA al (a) dividir \$5,000 por el número total de periodos de pago de la PAGA trabajados por todos los Empleados Agravados y (b) multiplicar el resultado por el número de Periodos de la PAGA trabajados por cada Empleado Agravado individual (excepto en el caso de los periodos de pago durante los cuales el empleado estuvo ausente con licencia y no trabajó todo el periodo de pago o no trabajó al menos un turno dentro de un periodo de pago completo).
- Impugnaciones de Semanas laborales colectivas o Periodos de pago PAGA.** El número de Semanas laborales colectivas que trabajó durante el Periodo de la demanda y el número de Periodos de pago PAGA que trabajó durante el Periodo PAGA, de acuerdo con los registros del Demandado, aparecen en la primera página de este Aviso. Tiene hasta el [date] para impugnar el número de Semanas laborales y/o Periodos de pago PAGA que se le acreditan. Puede presentar su impugnación al firmar y enviar una carta al Administrador por correo postal, correo electrónico o fax. Encontrará la información de contacto del Administrador en la Sección XI de este Aviso.

Debe respaldar su impugnación con copias de los talones de pago u otros registros. Debe enviar copias en lugar de los originales porque los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas laborales y/o Periodos de pago PAGA de acuerdo con la presentación y comentarios de los Abogados del colectivo (que actúan en nombre de los Miembros participantes del colectivo) y los Abogados del demandado. En caso de ausencia de pruebas que refuten los registros del Demandado, se presumirán los registros del Demandado como determinantes. El Administrador de la conciliación puede tomar la decisión inicial sobre las disputas por reclamaciones, pero el Tribunal puede revisar cualquier decisión tomada por el Administrador de la conciliación con respecto a disputas de reclamaciones.

V. ¿CÓMO ME VAN A PAGAR?

- Miembros Participantes de la Demanda Colectiva.** El Administrador enviará, mediante el correo de los EE.UU., un único cheque a cada Miembro Participante de la Demanda Colectiva (es decir, cada Miembro de la Demanda Colectiva que no se excluya a sí mismo/a), incluyendo aquellos que también califiquen como Empleados Agravados. El cheque único combinará el Pago Individual de la Demanda Colectiva y el Pago Individual en virtud de la PAGA.
- Miembros No Participantes de la Demanda Colectiva.** El Administrador va a enviar, mediante el correo de los EE.UU., un único cheque a cada Empleado Agravado que se excluya a sí mismo/a del Acuerdo de la Demanda Colectiva (es decir, cada Miembro No Participante de la Demanda Colectiva).

Su cheque le será enviado a la misma dirección que esta Notificación. Si usted cambia su dirección, asegúrese de notificarlo al Administrador lo antes posible. La Sección XI de esta Notificación tiene la información de contacto del Administrador.

VI. ¿CÓMO ME EXCLUYO DEL ACUERDO DE LA DEMANDA COLECTIVA?

La manera más fácil de excluirse del Acuerdo Colectivo es completar, firmar y enviar el Formulario de Exclusión adjunto a este Aviso. No es necesario utilizar el Formulario de Exclusión. El Administrador lo excluirá basándose en cualquier escrito oportuno que comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como Ramon Andrade, a título individual y en nombre de todos los demás en una situación similar contra Harbor Truck Bodies, Inc., et. al. e incluir toda la información disponible para ayudar al Administrador a identificarlo, incluyendo su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social. Asegúrese de incluir al menos su nombre, firma y un número de teléfono

-7-

¿Tiene alguna pregunta? Llame al Administrador del Acuerdo al número gratuito (888) 250-6810; [URL del Sitio Web del Acuerdo]

(30-2023-01367894-CU-OE-CXC). Usted también puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Demanda Colectiva y de la PAGA o al Administrador usando la información de contacto que se indica a continuación.

X. INFORMACIÓN DE LOS ABOGADOS DE LA DEMANDA COLECTIVA Y DE LA PAGA

Abogados de la Parte Demandante, de la Demanda Colectiva y de los Empleados Agravados
DESPACHO DE ABOGADOS DE FARRAH MIRABEL Farrah Mirabel 1070 Stradella Rd. Los Angeles, CA 90077 Teléfono: (714) 972-0707
EMPLOYMENT RIGHTS LAWYERS, APC Amir Seyyedfarshi 6300 Wilshire Blvd., Ste. 708 Los Angeles, CA 90048 Teléfono: (424) 777-0964

El Tribunal ha aprobado preliminarmente a las Oficinas Legales de Farrah Mirabel y Employment Rights Lawyers, APC para representar al Demandante, de manera individual, y a usted y a todos los demás Miembros de la Clase, de manera colectiva, simultáneamente.

XI. INFORMACIÓN DEL ADMINISTRADOR

Administrador del Acuerdo

ILYM Group, Inc.
www.ilymgroup.com
P.O. Box 2031
Tustin, CA 92781
Email : claims@ilymgroup.com
Teléfono : (888) 250-6810
Fax : (888) 845-6185
[Dirección de Correo Electrónico asignada para este caso]

XII. ¿QUÉ OCURRE SI PIERDO MI CHEQUE DEL ACUERDO?

Si usted pierde su cheque del acuerdo antes de cobrarle, el Administrador va a reemplazarlo siempre y cuando usted solicite un reemplazo antes de la fecha de anulación en el frente del cheque original. Si su cheque ya no es válido, debe consultar el Fondo de Propiedades No Reclamadas del Contralor de California.

XIII. ¿QUÉ OCURRE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, usted debe notificarle de inmediato al Administrador si se muda o si cambia su dirección postal de cualquier manera.

POR FAVOR, NO LLAME A LA CORTE O A LA OFICINA DEL SECRETARIO DE LA CORTE PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

-9-

¿Tiene alguna pregunta? Llame al Administrador del Acuerdo al número gratuito (888) 250-6810; [URL del Sitio Web del Acuerdo]

**FORMULARIO DE ELECCIÓN DE NO PARTICIPAR EN ("EXCLUIRSE" DE) EL
ACUERDO DE LA DEMANDA COLECTIVA**

Corte Superior de California, Condado de Orange
Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc.
(*Ramon Andrade como individuo y en nombre de todos los demás en la misma situación v. Harbor Truck Bodies, Inc.*)
Case No. 30-2023-01367894-CU-OE-CXC

NO FIRME O ENVÍE ESTE DOCUMENTO A MENOS QUE USTED DESEA EXCLUIRSE A USTED MISMO/A DEL ACUERDO.

SI USTED DESEA EXCLUIRSE DEL ACUERDO DE LA DEMANDA COLECTIVA, ENVÍE ESTE FORMULARIO DE EXCLUSIÓN POR CORREO, FAX O CORREO ELECTRÓNICO ANTES DE LA FECHA LÍMITE A: SETTLEMENT ADMINISTRATOR, C/O ILYM GROUP INC, P.O. BOX 2031, TUSTIN, CA 92781, FAX: (888) 845-6185 Y CORREO ELECTRÓNICO: CLAIMS@ILYMGROUP.COM

Usted es un Miembro de la Demanda Colectiva si está actualmente empleado/a o fue empleado/a anteriormente por Harbor Truck Bodies, Inc. (la "Parte Demandada") como un empleado no exento pagado por hora trabajando en California en cualquier momento durante el periodo comprendido entre el 18 de diciembre de 2019 y el 8 de septiembre de 2024 (el "Periodo de la Demanda Colectiva") y no solucionó anteriormente y liberó sus reclamaciones individuales con la Parte Demandada cubriendo el Periodo de la Demanda Colectiva. Usted es un Empleado Agravado si usted fue empleado/a por la Parte Demandada como un empleado no exento trabajando en California en cualquier momento durante el periodo comprendido entre el 12 de diciembre de 2022 y el 8 de septiembre de 2024 (el "Periodo de la PAGA"). Al firmar y enviar este documento por correo, fax o correo electrónico al Administrador del Acuerdo a la dirección que se encuentra más arriba, usted está tomando la decisión de excluirse a usted mismo/a de la Demanda Colectiva y de no participar en la parte del colectivo del acuerdo propuesto de la demanda titulada *Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc. (Ramon Andrade como individuo y en nombre de todos los demás en la misma situación v. Harbor Truck Bodies, Inc.)*, Caso No. 30-2023-01367894-CU-OE-CXC. Sin embargo, los Empleados Agravados no pueden excluirse a sí mismos de la parte de la PAGA del acuerdo propuesto.

AL FIRMAR ABAJO, INDICO QUE ES MI DECISIÓN NO FORMAR PARTE DE LA DEMANDA REFERIDA MÁS ARRIBA, Y QUE NO SE ME INCLUYA EN EL COLECTIVO EN ESA DEMANDA. YO ENTIENDO QUE AL EXCLUIRME A MÍ MISMO/A, YO NO VOY A RECIBIR UNA PARTE INDIVIDUAL DEL ACUERDO Y CUALQUIER RECLAMACIÓN QUE TENGA DURANTE EL PERÍODO DE LA DEMANDA COLECTIVA NO VA A SER LIBERADA. SIN EMBARGO, SI SOY UN EMPLEADO AGRAVADO Y CALIFICO PARA OBTENER UN PAGO DEL PAGO EN VIRTUD DE LA PAGA, SE ME ENVIARÁ UN CHEQUE POR CORREO POR ESE PAGO INDEPENDIENTEMENTE DE SI ME EXCLUYO DE LA PARTE DE LA DEMANDA COLECTIVA DEL ACUERDO PROPUESTO Y VOY A LIBERAR CUALQUIER RECLAMACIÓN DE LA PAGA QUE TENGA DURANTE EL PERÍODO DE LA PAGA SOBRE LA BASE DE LAS RECLAMACIONES DE LA PAGA. SI USTED ESTÁ ELIGIENDO NO PARTICIPAR EN LA PARTE DE LA DEMANDA COLECTIVA DEL ACUERDO, COMPLETE TODA LA INFORMACIÓN A CONTINUACIÓN PARA PERMITIR QUE EL ADMINISTRADOR DEL ACUERDO LE IDENTIFIQUE Y NO SE OLVIDE DE FIRMARLO.

Fecha: _____ (Firma)

(Últimos cuatro dígitos del número del Seguro Social) (Nombre y antiguo(s) nombre(s) en letras legibles)

(Número de Teléfono) (Dirección)

FP 56138358.1

- 1 -

NOTIFICACIÓN DE FORMULARIO DE OBJECCIÓN

Corte Superior de California, Condado de Orange
Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc. (Ramon Andrade como individuo y en nombre de todos los demás en la misma situación v. Harbor Truck Bodies, Inc.)
Caso No. 30-2023-01367894-CU-OE-CXC

INSTRUCCIONES: PARA Oponerse al Acuerdo, usted debe llenar, firmar y devolver este formulario (u otro documento escrito que contenga la información solicitada y donde indique el nombre del caso) al Administrador del Acuerdo, ILYM GROUP, antes de la fecha límite de respuesta del [ingrese fecha límite de respuesta]. Si desea enviarlo por correo electrónico, envíelo a: CLAIMS@ILYMGROUP.COM. Si desea enviarlo por fax, envíelo a: (888) 845-6185. Si usted lo envía por correo, debe tener un matasellos del o antes del [fecha límite de respuesta] y enviarlo a: SETTLEMENT ADMINISTRATOR, C/O ILYM GROUP INC., P.O. BOX 2031, TUSTIN, CA 92781.

INFORMACIÓN DE IDENTIFICACIÓN

Para verificar su identidad y poder ponernos en contacto con usted si la información no está clara, complete toda la información solicitada que pueda a continuación:

Fecha: _____ (Firma)

(Últimos cuatro dígitos del número del Seguro Social) (Nombre y antiguo(s) nombre(s) en letras legibles)

(Número de Teléfono) (Dirección)

(Continuación de la dirección)

Nota: Usted puede ponerse en contacto con el Administrador del Acuerdo por teléfono, correo electrónico, fax o correo si tiene alguna pregunta. Su número de teléfono es (888) 250-6810.

ESTE FORMULARIO ES PARA SER UTILIZADO SÓLO SI USTED QUIERE Oponerse al ACUERDO PROPUESTO.

Me opongo al acuerdo por las siguientes razones:

(Adjunte páginas adicionales de ser necesario).