

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is reached by and between Plaintiff Ernest Rabelas (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant Aram Logistics, Inc. (“ALI” or “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Tuvia Korobkin and Rijenea Appling of Abramson Labor Group (“Class Counsel”). Defendant is represented by Thomas E. Daugherty of Klinedinst PC (“Defense Counsel”).

Plaintiff filed a class action complaint against Defendant in San Diego County Superior Court, titled *Ernest Rabelas v. Aram Logistics, Inc.*, Case No. 37-2023-00003165-CU-OE-CTL, on January 24, 2023 (the “Action”). The operative First Amended Complaint in the Action, filed on April 3, 2023, alleges class and representative claims against Defendant for: (i) wage statement violations; and (ii) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*

Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

On July 31, 2023, the Parties participated in an all-day mediation presided over by Hon. Steven R. Denton, (Ret.), which led to this Agreement to settle the Action.

Prior to mediation, Plaintiff obtained, through informal discovery, exemplars of Defendant’s employee wage statements as well as other relevant data and documents for the relevant time period. Plaintiff’s 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*”).

Given the uncertainty of litigation, the Parties wish to settle Plaintiff’s claims on a classwide and representative basis. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiff and Defendant stipulate to the certification of a “Settlement Class,” which shall be defined as:

All current and former employees who worked for Defendant in California at any time from January 24, 2022 through August 4, 2023 (the “Class Period”).

Defendant represents there are approximately 32 Settlement Class members, as of the time of mediation, on July 31, 2023.

The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

The Court has not granted class certification, and the Parties seek class certification for settlement purposes only. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

2. **Release by Settlement Class.** Once this Settlement receives final approval and the Court enters judgment, and upon the Settlement being fully funded by Defendant, Plaintiff and every Settlement Class member who does not opt out of the class portion of the Settlement (“Participating Class Members”) will release and discharge Defendant from any and all causes of action, claims, rights, damages, and penalties under applicable law that were alleged in the operative First Amended Complaint in the Action or that could have been alleged based on the facts alleged in the operative First Amended Complaint in the Action, including without limitation any and all claims involving any alleged failure by Defendant to issue compliant wage statements pursuant to California Labor Code section 226, or any other applicable state statute, rule and/or regulation (Wage Order) during the Class Period (“California Released Claims”). In addition, all Settlement Class members (whether or not they opt out) shall release any right or claim for civil penalties pursuant to the PAGA, California Labor Code sections 2698, *et seq.*, arising under the California Labor Code or Wage Orders that were alleged, or reasonably could have been alleged, based on the facts alleged in the First Amended Complaint in the Action, the PAGA Notice, the PAGA Cure dispute between the parties and ascertained in the course of the Action, including without limitation, any and all claims involving Defendant’s alleged failure to pay wages timely under Labor Code §§ 204 or 204b at any time during the Class Period (“PAGA Released Claims”).
3. **Release by Plaintiff.** Upon the Effective Date and the Gross Settlement Amount being fully funded, and in exchange for his service payment, Plaintiff agrees to release, in addition to the California Released Claims and PAGA Released Claims, any and all claims against Defendant arising from his employment with Defendant, arising at any time on or before August 11, 2023 (“Plaintiff’s Released Claims”). With respect to Plaintiff’s Released Claims, Plaintiff agrees to waive the protections of Cal. Civil Code § 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to 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.”

Notwithstanding the general nature of Plaintiff’s release, Plaintiff’s Released Claims do not include, and nothing in this Agreement shall be construed to release, any claims related to workers compensation that arose at any time, or any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, unemployment benefits, or any other claims that cannot be released by law.

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a “Gross Settlement Amount” or “GSA” of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) in full and complete settlement of the Action, as follows:
 - A. The Parties have agreed to engage ILYM Group, Inc. (“ILYM”) as the “Settlement Administrator” to administer this Settlement.
 - B. The Gross Settlement Amount shall be funded in accordance with the following schedule: Defendant will fund \$60,000 of the Gross Settlement Amount within 14 days of the date the Court grants final approval of the Settlement, and the remaining \$60,000 within 120 days thereafter (*i.e.*, 134 days after final approval). To the extent any of the payment deadlines herein falls on a Saturday, Sunday, or bank holiday, the payment shall be due on the next date that is not a Saturday, Sunday, or bank holiday. Nothing in this paragraph shall preclude Defendant from funding all or a

portion of the Gross Settlement Amount in advance of the deadlines outlined herein in the event Defendant chooses to do so. All payments by Defendant shall be deposited with the Settlement Administrator.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- i. All payments to the Settlement Class;
- ii. All costs of the Settlement Administrator and settlement administration, which are not to exceed \$4,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,500, the Administrator will retain the remainder in the Net Settlement Amount.;
- iii. Up to \$7,500.00 for Plaintiff's Class Representative Service Payment, in recognition of his contributions to the Action and to the Settlement Class. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for final approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment;
- iv. Class Counsel attorney fees of one-third of the GSA (currently estimated to be \$40,000.00), plus litigation costs and expenses incurred by Class Counsel in relation to the Action as supported by declaration, which are currently estimated to be no greater than \$7,500.00. Plaintiff and/or Class Counsel will file a motion for final approval which will contain a request for Class Counsel's fees and costs. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Defendant shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment that is requested by Class Counsel but not approved by the Court. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments;
- v. The Parties have set aside \$30,000.00 of the GSA as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$22,500.00, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$7,500.00, will be payable to certain Settlement Class Members as the "PAGA Amount" as discussed below.

D. **Escalator Clause.** Defendant represents that Settlement Class members worked approximately One Thousand Eight Hundred Thirty-Five (1,835) workweeks in California ("Workweeks") during the Class Period. If the number of Workweeks

worked by Settlement Class members during the Class Period, as determined by the Settlement Administrator after preliminary approval, exceeds this number by more than 10% (i.e., if Settlement Class members worked more than 2,019 Workweeks during the Class Period), then the Gross Settlement Amount shall increase proportionally for the number of workweeks over ten percent (10%). For example, if the number of Workweeks worked by Settlement Class members during the Class Period is twelve percent (12%) greater than 1,835, then the Gross Settlement Amount will increase by two percent (2%). If the Gross Settlement Amount increases as a result of this Escalator Clause, then the minimum amount of each payment in the funding schedule shall increase equally in order to fund the increase. For example, if the Gross Settlement Amount increases by \$5,000 as a result of this Escalator Provision, then each of the 2 payments specified in the funding schedule in paragraph 4.B. above, shall increase by \$2,500.

5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment from the Settlement (“Settlement Award”). Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel’s attorneys’ fees and litigation costs, Plaintiff’s Representative Service Payment, the Settlement Administrator’s administration costs, and PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount” or “NSA.” Settlement Awards will be the total of each Settlement Class member’s (i) payment from the NSA and (ii) payment from the PAGA Amount, as described below.

B. Payments from the Net Settlement Amount: All Participating Class Members will receive a payment from the NSA as follows.

i. The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of workweeks worked for Defendant in California during the Class Period. The Settlement Administrator will calculate each Participating Class Member’s payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member’s number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Participating Class Members during the Class Period.

C. Payments from the PAGA Amount: In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$7,500.00) has been set aside as the “PAGA Amount,” as mentioned above. The PAGA Amount shall be paid to all Settlement Class Members (regardless of whether they opt out) who were employed by Defendants at any time during the Class Period, based on their proportional number of workweeks they were employed by Defendant during the Class Period. Specifically, each Settlement Class member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of workweeks worked for Defendant in California during the Class Period, and the denominator of which is the total Workweeks worked during the Class Period by all Settlement Class members.

- D. Within fifteen (15) business days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will (i) calculate Settlement Awards, (ii) provide the Settlement Award calculations to Class Counsel and Defense Counsel for review and approval, (iii) obtain approval from counsel, and (iv) prepare and mail Settlement Awards to Settlement Class members. The Settlement Administrator will also mail the Plaintiff's Representative Service Payment to Plaintiff, the LWDA's PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel, within the same time frame.
- E. For purposes of tax treatment, each Settlement Award shall be allocated as 100% penalties, as the claims in this case concern only wage statement penalties and PAGA civil penalties, and do not include any claims for unpaid wages. The Settlement Administrator will be responsible for issuing to each Settlement Class member an IRS Form 1099. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans. Neither Plaintiff, Defendant, nor their respective counsel, are giving any tax advice in connection with this settlement or any payments to be made pursuant to this settlement. Each Settlement Class member agrees to hold harmless Plaintiff, Defendant, and their respective counsel from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.
- F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed.
- G. Neither Plaintiff nor Defendant, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
6. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of one-third of the Gross Settlement Amount (currently estimated at \$40,000.00), plus actual costs and expenses as supported by declaration in an amount not to exceed \$7,500.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel an IRS Form 1099 when the Settlement Administrator pays the fee and cost award approved by the Court.
7. **Plaintiff's Representative Service Payment.** Plaintiff will request, and Defendant will

not oppose, a Representative Service Payment of \$7,500.00 from the Gross Settlement Amount for Plaintiff's time and risks undertaken in prosecuting the Action, and his service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiff the Class Representative Incentive Award and issue Plaintiff an IRS Form 1099 when it mails the Settlement Awards to Settlement Class Members.

8. **Settlement Administrator.** The Parties will request the appointment of ILYM as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to \$4,500.00 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members in English and Spanish, calculating Settlement Awards and preparing all checks and mailings, posting the Judgment to its website, and other duties as described in this Settlement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement Class members.

The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

Website and Toll-Free Number. The Administrator will establish and 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 Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member calls.

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 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

Administrator's Declaration. Not later than 10 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 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 Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, 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 attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 10 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court, by filing a Motion for Preliminary Approval, for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement;
- B. Appointing Tuvia Korobkin and Rijenea Appling of Abramson Labor Group as Class Counsel;
- C. Appointing Plaintiff as Class Representative for the Settlement Class;
- D. Approving ILYM as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

Plaintiff will prepare and deliver to Defense Counsel a draft of the preliminary approval motion, all supporting documents, and proposed order, at least five (5) Court days before filing it with the Court.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days of the date preliminary approval is granted, Defendant will provide a confidential "Class List" to the Settlement Administrator. The Class List shall contain the names of all members of the Settlement Class, along with the following information for each member of the Settlement Class: (i) employment ID number; (ii) last-known address and telephone number; (iii) number of workweeks worked for Defendant in California during the Class Period; and (iv) social security number.

- B. Within ten (10) business days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the “Response Deadline”). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member’s name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received.
- D. Objections. Settlement Class members who do not request exclusion may object to the Settlement by mailing a written objection to the Settlement Administrator as explained in the Class Notice. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member’s full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member

who wishes to object but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval Hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class Member's estimated Settlement Award as well as all of the information that was gleaned from Defendant's records in order to calculate the Settlement Award, including their number of workweeks they worked for Defendant during the Class Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class Member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.
11. **Right to withdraw.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 20% 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 Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator first notifies counsel that more than 20% of Settlement Class members have validly opted out of the Settlement.

12. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”), seeking entry of judgment pursuant to California Rule of Court 3.769. Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) Court days prior to filing the Motion for Final Approval. Class 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.
13. **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative First Amended Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant’s defenses in the Action have merit. 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 or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, 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 to enforce or effectuate the Settlement and this Agreement). Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.
14. **Confidentiality.** Plaintiff, Class 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 a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) 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 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 Counsel’s communications with Settlement Class members in accordance with Class Counsel’s ethical obligations owed to Settlement Class members.

15. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and California Rule of Court 3.769.
16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.
17. **Enforcement Action.** In the event either Party brings an action to enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys’ fees and costs incurred.
18. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Thomas E. Daugherty, Klinedinst PC, 501 W. Broadway, Suite 1100,
San Diego, CA 92101; TDaugherty@Klinedinstlaw.com

if to Plaintiff: Tuvia Korobkin, Abramson Labor Group, 1700 W. Burbank Blvd.,
Burbank, CA 91506; tuvia@abramsonlabor.com
19. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.
20. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.
21. **Entire Agreement.** This Settlement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. This Settlement, 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.

22. **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 rule of court. 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 shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
23. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
24. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
25. **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, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

AGREED TO AND APPROVED BY:

DATED: November 28, 2023

ARAM LOGISTICS, INC.
By: Alvaro Hernandez
Alvaro Hernandez (Nov 28, 2023 08:42 PST)
Alvaro Hernandez, as authorized representative of Aram Logistics, Inc.

DATED: _____

ERNEST RABELAS

Plaintiff and Class Representative

APPROVED AS TO FORM:

ABRAMSON LABOR GROUP

DATED: _____

By: _____
Tuvia Korobkin
Attorneys for Plaintiff

DATED: November 28, 2023

KLINEDINST PC
By: Thomas E. Daugherty
Thomas E. Daugherty
Attorneys for Defendant

22. **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 rule of court. 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 shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
23. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
24. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
25. **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, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

AGREED TO AND APPROVED BY:

ARAM LOGISTICS, INC.

DATED: _____

By: _____
Alvaro Hernandez, as authorized representative of Aram
Logistics, Inc.

DATED: 11/27/2023

ERNEST RABELAS

DocuSigned by:

Ernest Rabelas

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Plaintiff and Class Representative

APPROVED AS TO FORM:

ABRAMSON LABOR GROUP

DocuSigned by:

Tuvia Korobkin

54608FB36834450...

By: _____
Tuvia Korobkin
Attorneys for Plaintiff

DATED: 11/27/2023

KLINEDINST PC

DATED: _____

By: _____
Thomas E. Daugherty
Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ERNEST RABELAS,

Plaintiff,

vs.

ARAM LOGISTICS, INC.

Defendant.

Case No. 34-2023-00003165-CU-OE-CTL

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

To: All current and former employees who worked for Defendant Aram Logistics, Inc. (“ALI” or “Defendant”) in California at any time from January 24, 2022 through August 4, 2023 (“Class Period”).

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this Notice?

The San Diego County Superior Court (“Court”) has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Ernest Rabelas v. Aram Logistics, Inc.*, San Diego County Superior Court Case No. 34-2023-00003165-CU-OE-CTL (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from the Settlement. ALI’s records show that you were employed by ALI in California at some point between January 24, 2022 and August 4, 2023. You are therefore a member of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, www.ilymgroupp.com.

What is this case about?

Plaintiff Ernest Rabelas (“Plaintiff”) has filed a lawsuit alleging that ALI violated California law. In the operative First Amended Complaint (“Complaint”), Plaintiff alleges that ALI: (i) failed to issue accurate itemized wage statements; and (ii) failed to timely pay its employees’ wages. In the lawsuit, Plaintiff seeks wage statement penalties under Labor Code § 226 and civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”). Plaintiff’s attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

ALI denies that it has done anything wrong, and believes it has acted in compliance with all applicable laws and that Plaintiff’s claims have no merit. ALI also denies that it owes any wages, restitution, penalties, or other damages. By agreeing to settle, ALI is not admitting liability on any of the factual allegations or claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense,

inconvenience, and interference with its business operations, ALI has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After ALI provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

Plaintiff and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to ALI, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you still work for ALI, your decision about whether to participate in the Settlement will not affect your status with ALI. California law and ALI company policy strictly prohibit unlawful retaliation. ALI will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / the Settlement Class:	Attorneys for ALI:
ABRAMSON LABOR GROUP Tuvia Korobkin tuvia@abramsonlabor.com Rijenea Appling rijenea@abramsonlabor.com 1700 W. Burbank Blvd. Burbank, California 91506 Tel: (213) 723-2522 www.abramsonlaborgroup.com	KLINEDINST PC Thomas E. Daugherty tdaugherty@Klinedinstlaw.com 501 W. Broadway, Suite 600 San Diego, California 92101 Tel.: (619) 400-8000 www.klinedinstlaw.com

What are the terms of the Settlement?

ALI has agreed to pay \$120,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys' fees, costs, settlement administration costs, PAGA civil penalties, and Plaintiff's Representative Service Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$4,500.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Costs. Class Counsel will ask for fees of up to one-third of Gross Settlement Amount, currently estimated to be \$40,000.00, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$7,500.00 for reimbursement of costs Class Counsel incurred in connection with the Lawsuit.

Class Representative Service Payment. Class Counsel will ask the Court to approve an award of \$7,500.00 to the Plaintiff, also known as the "Class Representative." This award is to compensate the Class Representative for his service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have allocated \$30,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiff's PAGA claim. Per the requirements of the PAGA, seventy-five percent (75%) of that amount, or \$22,500.00, will be paid to the California Labor & Workforce Development Agency ("LWDA"). The remaining \$7,500.00 has been designated as the "PAGA Amount" and will be paid to Settlement Class members.

Calculation of Settlement Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA") of approximately \$30,500.00, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). Together with the \$7,500.00 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$38,000.00. Payments to Settlement Class members, known as "Settlement Awards," will be calculated as follows:

NSA Distribution: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA based on each Participating Class Member's proportionate number of workweeks worked for ALI in California during the Class Period.

PAGA Amount Distribution: In addition to the NSA, \$7,500.00 of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above, and will be allocated to all Settlement Class members (whether or not they opt out), in proportion to the number of workweeks that each Settlement Class member worked for ALI in California during the Class Period.

The enclosed "Notice of Estimated Settlement Award" contains your estimated payment under the Settlement, as well as the data from ALI's records that was relied upon in calculating your estimated payment.

Deposit of Gross Settlement Amount. The Gross Settlement Amount will be deposited by ALI in two installments: the first \$60,000 will be deposited within 14 days of the Court granting final approval of the settlement, and the remaining \$60,000 will be deposited within 120 days thereafter. If final approval is granted and there are no objections, Settlement Awards will be mailed approximately 15 business days after ALI deposits the Gross Settlement Amount.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as 100% penalties, as Plaintiff's claims are for wage statement penalties and PAGA civil penalties. The Settlement Administrator will issue IRS forms 1099 for all Settlement Awards paid to Settlement Class members. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, ALI and its counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, you should consult with your tax advisor concerning the tax consequences and treatment of payments you receive under the Settlement.

Release. Once this Settlement receives final approval and the Court enters judgment, and upon the Settlement being fully funded by ALI, Plaintiff and every Participating Class Member will release and discharge ALI from any and all causes of action, claims, rights, damages, and penalties under applicable law that were alleged in the operative First Amended Complaint in the Action or that could have been alleged based on the facts alleged in the operative First Amended Complaint in the Action, including without limitation any and all claims involving any alleged failure by ALI to issue compliant wage statements pursuant to California Labor Code section 226, or any other applicable state statute, rule and/or regulation (Wage Order) during the Class Period ("California Released Claims"). In addition, all Settlement Class members (whether or not they opt out) shall release any right or claim for civil penalties pursuant to the PAGA, arising under the California Labor Code or Wage Orders that were alleged, or reasonably could have been alleged, based on the facts alleged in the First Amended Complaint in the Action, the PAGA Notice, the PAGA Cure dispute between the parties and ascertained in the course of the Action, including without limitation, any and all claims involving ALI's alleged failure to pay wages timely under Labor Code §§ 204 or 204b at any time during the Class Period ("PAGA Released Claims").

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for ALI during the Class Period. Your estimated individual Settlement Award is included in the enclosed Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the State of California Unclaimed Property Fund in your name.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the number of workweeks you worked for ALI during the Class Period. The information contained in ALI's records regarding your number of workweeks worked is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than **<<RESPONSE DEADLINE>>**, with your full name (as well as any former names you used while you worked for ALI), your current address, telephone number, last 4 digits of your social security number, and your signature. The Request for Exclusion should state that you wish to exclude yourself from the Settlement Class in the *Rabelas v. Aram Logistics* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all Settlement Class members (even those who submit a valid and timely Request for Exclusion) will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you must mail a written Objection to the Settlement Administrator. Any Objection must include your full name (as well as any former names used while you performed services for ALI), current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. All objections or other written correspondence must state the name and number of the case, which is *Rabelas v. Aram Logistics, Inc.*, San Diego County Superior Court Case No. 34-

2023-00003165-CU-OE-CTL. Any Objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you submit an objection to the Settlement, you may also appear at the Final Approval Hearing to discuss your objection with the Court. You have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department C-71 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California 92101. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Payment, and the Settlement administration costs. The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court's online Register of Actions portal, located at <https://roa.sdcourt.ca.gov/roa/>. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

ERNEST RABELAS v. ARAM LOGISTICS, INC.

SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 34-2023-00003165-CU-OE-CTL

Please complete, sign, and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to ALI's records, you worked _____ workweeks for ALI in California between January 24, 2022 and August 4, 2023.

Based on the above, your Settlement Award is estimated at \$ _____.

(IV) If you disagree with the information in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from ALI's records, ALI's records will control unless you are able to provide documentation that establishes that ALI's records are mistaken. If there is a dispute about whether ALI's information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.