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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF RIVERSIDE**

10
11 SHAWN VASQUEZ, as an individual on
behalf of himself and on behalf of all others
12 similarly situated,

13 Plaintiff,

14 vs.

15 SUPER T TRANSPORT, INC., an Idaho
corporation; and DOES 1-100, inclusive,

16 Defendants.

) Case No. CVRI2300957

) Assigned for All Purposes To:

) Judge: Harold W. Hopp

) Dept: 1

) **~~[PROPOSED]~~ ORDER GRANTING**
) **MOTION FOR PRELIMINARY**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

) **Date: April 8, 2025**

) **Time: 8:30 a.m.**

) **Dept. 1**

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Action Settlement, and having heard argument on the motion,
3 hereby finds and ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
5 attached as Exhibit 1 to the Declaration of Brandon Brouillette in support of Plaintiffs' Motion for
6 Preliminary Approval of Class Action Settlement, filed on or about February 26, 2025, is within the
7 range of possible recovery and, subject to further consideration at the Final Approval Hearing
8 described below, is preliminarily approved as fair, reasonable, and adequate. The Court, for
9 purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement.

10 2 For purposes of settlement only, the Court provisionally and conditionally certifies
11 the following class: "all current and former truck drivers who primarily worked for Defendant in
12 California at any time during the Class Period of February 24, 2019, through the date of
13 preliminary approval of the Settlement."

14 3. The Court finds the Settlement Class, consisting of approximately 25 members, is so
15 numerous that joinder of all members is impracticable, and that the Settlement Class is
16 ascertainable by reference to the business records of defendant Super T Transport, Inc. ("Super T").

17 4. The Court finds further there are questions of law and fact common to the entire
18 Settlement Class, which common questions predominate over any individualized questions of law
19 or fact. These common questions include, without limitation: (1) whether Super T paid Settlement
20 Class Members for all hours worked, (2) whether Super T reimbursed reasonable and necessary
21 business expenses, (3) whether Super T provided Settlement Class Members with proper itemized
22 wage statements; and (4) whether Super T timely paid Settlement Class Members all wages due
23 upon separation of employment.

24 5. The Court finds further the claims of named Plaintiff Shawn Vasquez are typical of
25 the claims of the Settlement Class, and that he will fairly and adequately protect the interests of the
26 Settlement Class. Accordingly, the Court appoints Shawn Vasquez as the Class Representative,
27 and appoints his counsel of record, Zachary M. Crosner and Brandon Brouillette, and Crosner
28 Legal, P.C., as Class Counsel.

1 6. The Court finds further that certification of the Settlement Class is superior to other
2 available means for the fair and efficient adjudication of the controversy.

3 7. The Court finds further that, in the present case, the proposed method of providing
4 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
5 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
6 the proposed Settlement and provides the best notice possible under the circumstances. The Court
7 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class
8 Members of the terms of the Settlement and their rights thereunder, including the right to object to
9 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves
10 from the Settlement and the procedure for doing so, their right to obtain a portion of the Settlement
11 proceeds, and the date, time and location of the Final Approval Hearing. The proposed Notice of
12 Class Action Settlement (Exhibit A hereto), the proposed Request for Exclusion Form (Exhibit B
13 hereto), proposed Objection Form (Exhibit C hereto) and the procedure for providing Notice set
14 forth in the Settlement Agreement, all are approved by the Court.

15 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
16 selection of Apex Class Action, LLC as the Settlement Administrator, and approves its fees and
17 costs in an amount not to exceed \$2,990.00. The Settlement Administrator is ordered to mail the
18 Class Notice to the Settlement Class Members via First-Class U.S. Mail as specified in the
19 Settlement Agreement, and to otherwise carry out all other duties set forth in the Settlement
20 Agreement. The Parties are ordered to carry out and comply with all terms of this Order and the
21 Settlement Agreement, and particularly with respect to providing the Settlement Administrator all
22 information necessary to perform its duties under the Settlement Agreement.

23 9. Any member of the Settlement Class who wishes to comment on or object to the
24 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
25 Counsel or any proposed representative enhancement to the Class Representative, shall have forty-
26 five (45) days from the mailing of the Class Notice to submit his or her comments and/or objection
27 to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice.

28 10. Any member of the Settlement Class who wishes to exclude themselves from the

1 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her
2 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement
3 and Class Notice.

4 11. The Settlement administrator is ordered to file a declaration in advance of the Final
5 Approval Hearing attaching and authenticating all Requests for Exclusion, if any, and further
6 attaching and authenticating all Objections, if any. The Administrator is ordered to redact the last
7 four digits of the Social Security Number from any Requests for Exclusion or Objections before
8 filing with the Court.

9 12. A Final Approval Hearing is hereby set for August 22, 2025, at 8:30 a.m. in
10 Department 1 of the Riverside County Superior Court, to consider any objections to the Settlement,
11 determine if the proposed Settlement should be found fair, adequate and reasonable and given full
12 and final approval by the Court, and to determine the amount of attorney's fees and costs awarded
13 to Class Counsel, the amount of any representative enhancement award to the Class Representative,
14 and to approve the fees and costs payable to the Settlement Administrator. All legal memoranda,
15 affidavits, declarations, or other evidence in support of the request for final approval, the award of
16 attorney's fees and costs to Class Counsel, the enhancement award to the Class Representative, and
17 the fees and costs of the Settlement Administrator, shall be filed no later than sixteen (16) court
18 days prior to the Final Approval Hearing. The Court reserves the right to continue the Final
19 Approval Hearing without further notice to the Settlement Class Members. In the event the Court
20 continues the Final Approval Hearing, the Settlement Administrator shall notify all Class Members
21 who have submitted an Objection, along with their counsel if any, of the continuance.

22 13. Provided he or she has not submitted a timely and valid Request for Exclusion, any
23 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
24 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

25 IT IS SO ORDERED.

26
27 Dated: 04/14/2025



Judge of the Superior Court
Honorable Harold W. Hopp

EXHIBIT

A

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

Vasquez v. Super T Transport, Inc.
Riverside County Superior Court, Case No. CVR12300957

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action and PAGA lawsuit ("Action") against Super T Transport, Inc. ("Super T Transport" or "Defendant") for alleged wage and hour violations. The Action was filed by a former employee of Super T Transport, Plaintiff Shawn Vasquez ("Plaintiff"). Plaintiff seeks (1) damages and penalties for a class of truck drivers who primarily worked in California for Super T Transport ("Class Members") during the Class Period (February 24, 2019 through [date of preliminary approval]); and (2) penalties under the California Private Attorney General Act ("PAGA") for all truck drivers who primarily worked in California for Super T Transport, Inc, during the PAGA Period (July 24, 2022 through [date of preliminary approval]) ("PAGA Member").

The proposed Settlement has two main parts: (1) a Class Settlement, which results in Individual Class Payments, and (2) a PAGA Settlement, which results in Individual PAGA Payments and a payment to the California Labor and Workforce Development Agency ("LWDA").

Based on Super T Transport's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Super T Transport's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Super T Transport's records showing that **you worked _____ workweeks** primarily in California during the Class Period and **you worked _____ pay periods** primarily in California during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 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. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment

that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Super T Transport.

If you primarily worked for Super T Transport in California during the Class Period February 24, 2019 through [date of preliminary approval]) and/or the PAGA Period (July 24, 2022 through [date of preliminary approval]), you have the following options under the 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 you are also a PAGA Member). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by
You Can Opt-out of the Class Settlement but not the PAGA Settlement	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion (form attached). Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. If you are a PAGA Member, you will receive an Individual PAGA Payments and give up your rights to pursue Released PAGA Claims (defined below).</p>
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.	All Class Members who do not opt-out ("Participating Class Members") can object to the proposed Settlement by writing to the Settlement Administrator. A Notice of Objection form is attached for you to complete and return to the Settlement Administrator.
You Can Appear at the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear in person, by telephone or by using the Court's virtual appearance platform.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Super T Transport. The Action accuses Super T Transport of violating California labor laws by alleging violations of California Labor Code sections 98, 201-203, 204, 210, 216, 218, 218.5, 221-24, 225.5, 226, 226.2, 226.6, 226.7, 227.3, 233-34, 245-248.6, 256, 432.5, 432.7, 510, 512, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2810.5, violations of the provisions of the Industrial Welfare

Commission wage orders, violations of California Civil Code sections 1786 through 1786.6 and 15 United States Code sections 1681 through 1681x, based on the following alleged claims: (1) recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate itemized wage statements, (3) failure to timely pay all wages due upon separation of employment, (4) failure to timely pay wages during employment, (5) failure to pay overtime pay at the regular rate of pay, (6) failure to reimburse business expenses, (7) unfair competition practices, (8) failure to provide compliant meal periods, (9) failure to authorize and permit rest breaks, (10) failure to maintain accurate payroll and timekeeping records, (11) unlawfully withholding or receiving any part of an employee's wages, (12) secretly paying wages lower than those required by contract or statute, (13) inaccurate wage statements, (14) refusal to pay wages upon demand, (15) failure to compensate for nonproductive time, (16) requiring employees to work longer than the maximum hours of work or in violation of standard conditions under other Labor Code provisions, (17) unlawful deductions from pay, (18) violations of California's paid sick leave provisions, (19) violations of California's Covid-19 supplemental paid sick leave provision, (20) requiring employees to agree to unlawful terms of employment, (21) failure to pay all vested vacation wages or paid time off at time of termination, (22) impermissible inquiries pertaining to criminal histories; (23) false advertisements regarding employee compensation, (24) failure to provide written notice regarding employment-related information, (25) improper consumer credit reports (including any reports prohibited under the California Civil Code or federal law), and (26) requesting employees to sign unlawful non-compete, non-solicitation, or non-disclosure agreements. Based on these claims, Plaintiff has also asserted a claim for unlawful business practices under California's Unfair Competition Law set forth in California's Business and Professions Code sections 17200-17209, and/or a claim for civil penalties under the California Private Attorneys General Act ("PAGA"). Plaintiff is represented by attorneys in the Action ("Class Counsel"):

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly 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 disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Super T Transport will pay \$108,791.00 as the Gross Settlement Amount (Gross Settlement), which will be deposited into an account controlled by the Administrator of

the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Super T Transport will fund the Gross Settlement within 15 days after the Effective Date of the agreement, which is 61 days after the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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. Up to \$ 36,263.67 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$ 12,500 for their litigation expenses.
- B. Up to \$10,000 to Plaintiff as an Enhancement Award for filing the Action, working with Class Counsel and representing the Class. Plaintiff will receive the Enhancement Award in addition to an Individual Class Payment and an Individual PAGA Payment.
- C. Up to \$2,990.00 to the Administrator for services administering the Settlement.
- D. Up to \$5,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% 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.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Qualifying Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although 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. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be redistributed to Settlement Class Members who cashed their checks.
6. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
7. Administrator. The Court has appointed Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, 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 9 of this Notice.
8. Plaintiff and Participating Class Members' Release. After the Judgment is final and Super T Transport has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Super T Transport or related entities for the class portion of the settlement. PAGA Members will receive claims for PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

Plaintiff and Participating Class Members will release the Released Parties (defined in this paragraph below) from all claims under federal, state or local law, that were asserted or could have been asserted based on the facts, claims, and theories expressly pleaded in the Second Amended Complaint or any prior Complaints regarding Defendant; and/or any facts, claims or theories arising under any applicable Industrial Welfare Commission Wage Orders, including claims for violations of Labor Code sections 98, 201-203, 204, 210, 216, 218, 218.5, 221, 222, 223, 224, 225.5, 226, 226.2, 226.6, 226.7, 227.3, 233-234, 245-248.6, 256. 432.5, 432.7, 510, 512, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2810.5, the applicable provisions of the Industrial Welfare Commission wage orders, violations of California Civil Code sections 1786 through 1786.6 and 15 United States Code sections 1681 through 1681x, and the following claims and/or theories, which include, but are not limited to: (1) recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate itemized wage statements, (3) failure to timely pay all wages due upon separation of employment, (4) failure to timely pay wages during employment, (5) failure to pay overtime pay at the regular rate of pay (6) failure to reimburse business expenses, (7) unfair competition practices, (8) failure to provide compliant meal periods, (9) failure to authorize and permit rest breaks, (10) failure to maintain accurate payroll and timekeeping records, (11) violation of Labor Code §§ 221-22 (unlawful to collect, withhold, or receive any part of an employee's wages), (12) violation of Labor Code § 223 (unlawful for employers to secretly pay wages lower than those required by contract or statute), (13), violation of Labor Code § 226 (inaccurate wage statements), (14) refusal to pay wages upon demand, (15) violation of Labor 226.2 (compensation for nonproductive time), (16) violations of Labor Code §§ 1198 and 1199 (requiring an employee to work longer than the maximum hours of work or in violation of standard conditions under other Labor Code provisions); (17) violation of Labor Code § 224 (unlawful deductions), (18) violations of Labor Code §§ 233, 234, 245-245.8 (paid sick leave provisions), (19) violations of Labor Code § 248.2 (Covid-19 supplemental paid sick leave provision), (20) violation of Labor Code § 432.5 (cannot require an employee to agree to unlawful terms of employment), (21) violations of Labor Code § 227.3 (failure to pay all vested vacation wages or paid time off at time of termination), (22) violation of Labor Code § 432.7 (impermissible inquiries pertaining to criminal histories); (23) violations of Labor Code § 976 (false advertisements re employee compensation), (24) violation of Labor Code § 2810.5 (failure to provide written notice re employment-related information); (25) violation of Labor Code § 1024.5, Calif. Civil Code §§ 1786 *et. seq.*, and 15 U.S.C. §§ 1681 *et. seq.* (consumer credit reports) and (26) requesting employees to sign unlawful non-compete, non-solicitation, or non-disclosure agreements. Plaintiff also seeks an award of attorney's fees, costs and interest based on these allegations. Together, all of these claims, allegations and/or theories, are collectively referred as the "Released Class Claims".

The Released Parties mean and include Super T Transport together with its current and former officers, directors, employees and agents ("Released Parties").

9. PAGA Release by the Plaintiff and the State of California. After the Court's judgment is final, and Defendant Super T Transport, Inc., has paid the Gross Settlement, Plaintiff and the State of California will release their PAGA claim against the Release Parties as follows:

Plaintiff and the State of California shall be deemed to have released the Released Parties of any and all claims and/or causes of action under the PAGA that were asserted or could have been asserted by the Labor Commissioner for the violations expressly pleaded in the Second Amended Complaint and/or any prior Complaints, and/or as set forth in the LWDA Notice against Defendant dated February 24, 2023, including violations of Labor Code sections 98, 201-203, 204, 210, 216, 218, 218.5, 221, 222, 223, 224, 225.5, 226, 226.2, 226.6, 226.7, 227.3, 233-234, 245-248.6, 256. 432.5, 432.7, 510, 512, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5, 2802, 2810.5, the applicable provisions of the Industrial Welfare Commission ("IWC") wage orders, California Civil Section sections 1786 *et. seq.*, 15 U.S.C. sections 1681 *et. seq.*, and the following claims and/or theories, which include, but are not limited to: (1) recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate itemized wage statements, (3) failure to timely pay all wages due upon separation of employment, (4) failure to timely pay wages during employment, (5) failure to pay overtime pay at the regular rate of pay (6) failure to reimburse business expenses, (7) unfair competition practices, (8) failure to provide compliant meal periods, (9) failure to authorize and permit rest breaks, (10) failure to maintain accurate payroll and timekeeping records, (11) violation of Labor Code §§ 221-22 (unlawful to collect, withhold, or receive any part of an employee's wages), (12) violation of Labor Code § 223 (unlawful for employers to secretly pay wages lower than those required by contract or statute), (13), violation of Labor Code § 226 (inaccurate wage statements), (14) Labor Code § 216 (refusal to pay wages upon demand), (15) violation of Labor 226.2 (compensation for nonproductive time), (16) violations of Labor Code §§ 1198 and 1199 (requiring an employee to work longer than the maximum hours of work or in violation of standard conditions under other Labor Code provisions); (17) violation of Labor Code § 224 (unlawful deductions), (18) violations of Labor Code §§ 233, 234, 245-245.8 (paid sick leave provisions), (19) violations of Labor Code § 248.2 (Covid-19 supplemental paid sick leave provision), (20) violation of Labor Code § 432.5 (cannot require an employee to agree to unlawful terms of employment), (21) violations of Labor Code § 227.3 (failure to pay all vested vacation wages or paid time off at time of termination), (22) violation of Labor Code § 432.7 (impermissible inquiries pertaining to criminal histories); (23) violations of Labor Code § 976 (false advertisements re employee compensation), (24) violation of Labor Code § 2810.5 (failure to provide written notice re employment-related information);(25) violation of Labor Code § 1024.5 (consumer credit reports), and (26) requesting employees to sign unlawful non-compete, non-solicitation, or non-disclosure agreements. Plaintiff also seeks an award of attorney's fees, costs and interest based on these allegations. Together, all of these claims, allegations and/or theories, are collectively referred as the "Released PAGA Claims". The PAGA release will bar Plaintiff, the State of California, and all Aggrieved Employees from asserting the same PAGA claims against Defendant, regardless of whether they exclude themselves from the Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Workweeks worked by all PAGA Members and (b) multiplying the result by the number of PAGA Workweeks worked by each individual Aggrieved Employee.

5. HOW WILL I GET PAID?

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.

Non-Participating Class Members who are PAGA Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Note. All individuals who qualify as PAGA Members will receive a check, whether or not they are a 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 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Fill out, sign, and submit the Request for Exclusion form to the Settlement Administrator. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your completed and signed Request for Exclusion Form by [insert date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the proposed Settlement. .

7. 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 Defendants are asking the Court to approve. At least 16 court days before the [insert date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation

Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website: [insert court's website].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Enhancement Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending your completed and signed Notice of Objection form to the Administrator is [insert date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can by attending the Final Approval Hearing. You should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert date] in Department [#] of the [insert county] Superior Court, located at [insert address]. 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. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend either personally or virtually via [insert if applicable]. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should contact the Administrator beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement (the Agreement is attached as Exhibit 1 to the Declaration of Brandon Broillette, filed on February 26, 2025), the Judgment or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to www.riverside.courts.ca.gov and entering the Case Number for the Action, Case No. CVRI2300957. You may also view the Settlement documents in person at the Clerk's Office, located at the Historic Courthouse, 4050 Main Street, Riverside, California 92501.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Settlement Administrator Apex Email Address Mailing Address Telephone Fax Number	<u>Class Counsel:</u> [insert info.]
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EXHIBIT

B

Vasquez v. Super T Transport, Inc.
Riverside County Superior Court Case No. CVRI2300957

REQUEST FOR EXCLUSION FORM

I have read the Notice of Class Action Settlement and wish to be excluded from the Settlement. I understand that by requesting to be excluded, I will not receive any money or benefits from the Class Settlement in this case. I also understand that I cannot exclude myself from the PAGA component of the Settlement, and that if eligible I will still receive a PAGA payment and will be bound by the release of claims under PAGA.

Full Name (printed): _____

Last 4 Digits of Social Security Number: _____
(for identification only)

Phone Number: _____

Address: _____
Street Address

City State Zip

Signature: _____

Date: _____

If you want to exclude yourself from the Settlement, you must complete and return this form by mail to the Settlement Administrator at:

Vasquez v. Super T Transport, Inc.

Address
City, State Zip

Your exclusion request must be postmarked no later than **[Response Deadline]**.

**COMPLETE THIS FORM ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THIS
CLASS ACTION SETTLEMENT.**

EXHIBIT

C

Vasquez v. Super T Transport, Inc.
Riverside County Superior Court Case No. CVRI2300957

NOTICE OF OBJECTION FORM

I have read the Notice of Class Action Settlement and I object to the Settlement.

Grounds for the Objection: _____

Full Name (printed): _____

Last 4 Digits of Social Security Number: _____
(for identification only)

Phone Number: _____

Address: _____

Street Address

City

State

Zip

Signature: _____

Date: _____

If you want to object to the Settlement, you must complete and return this form by mail to the Settlement Administrator at:

Vasquez v. Super T Transport, Inc.

Address

City, State Zip

Your Notice of Objection must be postmarked no later than **[Response Deadline]**.