

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

ANTONIA CANO V. ABLE FREIGHT SERVICES, INC., ET AL.
CASE NO. BC639763

A court authorized this notice. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

- A proposed class action settlement (the “**Settlement**”) has been reached between plaintiff Antonia Cano (“**Plaintiff**”) and defendant Able Freight Services, Inc. (“**Able Freight**” or “**Defendant**”) on behalf of the following “**Settlement Class**” which consists of all persons employed by Defendant as hourly-paid employees in the State of California during the “**Settlement Period**” (defined as November 7, 2012 through June 8, 2018). It shall be an opt-out class.
- Able Freight’s records indicate that you are a member of the Settlement Class (i.e., a “**Settlement Class Member**” or collectively, “**Settlement Class Members**”). The Settlement resolves a putative class action lawsuit entitled *Antonia Cano v. Able Freight Services, et al.* (the “**Lawsuit**”) about claims that Able Freight violated California’s wage and hour laws, and is liable for unpaid wages and penalties, by *allegedly* failing to provide meal and rest periods and pay overtime and double time wages to Settlement Class Members. Able Freight denies all of the allegations in the Action and denies that a class action is proper except solely for purposes of the Settlement.

YOUR ESTIMATED PAYMENT INFORMATION

- If you are a Settlement Class Member and you do not “Opt-Out” (defined in response to Question 12, below) (in which case you are deemed a “**Participating Class Member**”), the Settlement provides for monetary payments in the form of your “Weighted Share” (defined in response to Question 5, below) based on your “Total Workweeks” (defined in response to Question 5, below) for the Settlement Period compared to the “Total Workweeks” for all Settlement Class Members during the Settlement Period.
- Your *estimated* “Weighted Share” is \$«MERGED_EstSettAmnt_CALC». This amount was calculated based on Able Freight’s records, which show that your “Total Workweeks” during the Settlement Period were «MERGED_WW_CALC».

OVERVIEW OF YOUR RIGHTS AND OPTIONS UNDER THE SETTLEMENT

RECEIVE A SHARE OF THE SETTLEMENT	If you want to receive a monetary payment from the Settlement, you do not need to take any further action. However, if you no longer live at the address listed on the envelope to this Notice, or if you move, you should promptly contact the Claims Administrator, whose contact information is listed in response to Question 9, below. In addition, if you are a Settlement Class Member and wish to dispute the “Total Workweeks” attributable to you listed above, you must follow the procedures set forth in response to Question 10, below and your dispute must be postmarked on or before September 4, 2018. If you take no action on the Settlement, you will be treated as a Settlement Class Member subject to the claim release provisions of the Settlement (discussed below).
OPT OUT OF THE CLASS	If you do not want to give up your right to pursue the “ Settlement Class Member Settled Claims ” (defined in response to Question 6, below), you may “Opt-Out” of the Settlement Class by submitting a timely and valid “Request For Exclusion” (as both terms are defined and discussed in accordance with the procedures set forth in response to Question 12, below). If you “Opt-Out” of the Settlement Class, you will not receive any money from the Settlement. To be valid, any Request for Exclusion must contain all of the information described in response to Question 12 and be postmarked on or before September 4, 2018.
OBJECT TO THE SETTLEMENT	You may object to the settlement by advising the Claims Administrator in writing before the Final Fairness Hearing of the grounds for your objections to the Settlement. The Court will consider such objections at the Final Fairness Hearing. The Court will also permit you to state any objections you have at the Final Fairness Hearing even if you did not inform the Claims Administrator of your objections beforehand. However, if you wish to preserve your right to appeal a decision by the Court overruling your objection, you are strongly encouraged to file a complaint in intervention to join the Lawsuit and submit a written objection in accordance

with the procedures set forth in response to Question 15, below. You may need to comply with <i>all</i> of the procedures described in response to Question 15, below and be postmarked on or before September 4, 2018, in order to appeal.

- **These rights and options, and how to exercise them, are explained in more detail in this notice.**
- **The Court handling this case still has to decide whether to grant final approval to the Settlement. Monetary payments will only be issued if the Court grants final approval to the Settlement.**
- **Additional information regarding the Settlement is available through the Claims Administrator or Class Counsel, whose contact information is provided in this notice.**

FURTHER INFORMATION REGARDING THE ACTION AND THE SETTLEMENT

1. What is the Lawsuit about?

The Lawsuit generally involves claims under California wage and hour laws. Plaintiff is a former hourly employee of Able Freight during the Settlement Period. She alleges that Able Freight failed to pay all earned overtime and double time wages, failed to provide all rest and meal periods in a timely manner, failed to provide accurate written wage statements to her and Settlement Class Members, and failed to timely pay all wages to Settlement Class Members during and at the end of employment. Through the Lawsuit, Plaintiff seeks to recover unpaid overtime and double time wages, statutory and civil penalties, and other related relief. Able Freight denies all liability in the Lawsuit, and that a class action or representative action is improper for any purpose other than settlement. The Parties believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Settlement Class (defined in response to Question 3, below).

2. Why is this lawsuit a class action?

In a class action, one or more people called the “Settlement Class Representatives” (in this case, Antonia Cano) sue on behalf of people who have similar claims. All of these people are a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who opt themselves out of the Class.

3. Who is a Settlement Class Member?

On June 8, 2018, the Honorable John Shepard Wiley, Jr. of Department 9 of the Spring Street Courthouse of the Los Angeles County Superior Court granted preliminary approval of the Settlement and certified the following “Settlement Class” solely for purposes of the Settlement. The “Settlement Class” consists of all persons employed by Defendant as hourly-paid employees in the State of California during the Settlement Period. It shall be an opt-out class.

4. Why is there a Settlement?

After investigating the claims at issue, and the possible defenses to those claims, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Able Freight denies all of the legal claims in the case and also asserts that a class action is improper for any purpose other than settlement. In view of the risks that continued litigation would entail, Plaintiff and her lawyers think the Settlement is in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the Settlement provide?

Under the terms of the Settlement, Able Freight agrees to pay the gross sum of \$1,500,000 (the “**Gross Fund Value**”). Deducted from the Gross Fund Value will be sums approved by the Court for attorneys’ fees to Class Counsel (up to \$500,000, one-third of the Gross Fund Value), attorneys’ costs to Class Counsel (up to \$25,000), enhancement award to Plaintiff for her services as the Settlement Class representative (up to \$20,000), a payment to the State of California Labor and Workforce Development Agency of \$20,000, and claims administration expenses (estimated not to exceed \$30,000). The amount remaining after these items are deducted is the “**Net Fund Value**.”

Each Settlement Class Member shall be entitled to a share proportionate to the number of workweeks he or she was employed by Able Freight during the Settlement Period (“**Total Workweeks**”). Each workweek that occurred while a Settlement Class Member was an import or export specialist will be assigned two times the value of any other workweek. Subject to withholdings required by law and the deduction of all employee payroll tax obligations, as provided for above, each Participating Settlement Class Member shall ultimately be entitled to a distribution in the amount of that fraction of the remainder of the Net Fund Value of which the numerator is the number of each individual Participating Settlement Class Member’s Total Workweeks and the denominator is the sum total of all Settlement Class

Members' Total Workweeks (the "**Weighted Share**"). The entirety of the Net Fund Value will be applied to Weighted Shares and no moneys from the Net Fund Value shall revert to Able Freight.

For tax purposes, 25% of all moneys from each Settlement Class Member's share will be treated as wages (from which taxes will be deducted/withheld and for which the Claims Administrator will issue IRS Form W2s), 37.5% will be treated as interest (from which no taxes will be deducted/withheld and for which the Claims Administrator will issue IRS Form 1099s), and the remaining 37.5% will be treated as penalties (from which no taxes will be deducted/withheld and for which the Claims Administrator will issue IRS Form 1099s). Each Participating Settlement Class Member will be responsible for correctly characterizing the compensation received from the Net Fund Value for tax purposes and for the payment of any other taxes owing on that amount.

6. What am I giving up in exchange for the settlement benefits?

Upon final approval by the Court of the Settlement, and as of the Final Settlement Date, and for the duration of the Settlement Period (November 7, 2012 through the date of the Preliminary Approval Order), Plaintiff and each of the Settlement Class Members will release Able Freight and each of its past, present and future affiliates, parent companies, subsidiaries, shareholders, lenders, officers, partners, directors, employees, agents, attorneys, insurers, predecessors, representatives, accountants, plan administrators, trustees, heirs, and successors and assigns, and each and all of their respective past, present and future officers, partners, directors, servants, agents, shareholders, members, employees, representatives, accountants, insurers, and attorneys and all persons acting under, by, through, or in concert with any of them (collectively, the "**Able Freight Releasees**"), from all claims, disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, damages, or causes of action, contingent or accrued, now existing or hereafter arising from, or relating to, the factual allegations and Claims asserted in the Lawsuit for the Settlement Period ("**Settlement Class Member Settled Claims**"). These claims include, without limitation, any and all claims for:

- (a) Restitution, damages and penalties arising from Able Freight's alleged failure to pay earned overtime and double time wages pursuant to California Labor Code §§ 510 and 1194;
- (b) Meal and rest period violations and unpaid premium wages under California Labor Code §§ 226.7, 512, and 1198;
- (c) Waiting time penalties pursuant to California Labor Code Section 203 arising out of Able Freight's alleged failure to pay in a timely manner all overtime and double time wages owed at termination pursuant to California Labor Code Sections 201 and/or 202;
- (d) Penalties and damages under California Labor Code Section 226 which arise out of Able Freight's alleged failure to provide accurate pay statements stating all earned overtime and double time wages;
- (e) Penalties under California Labor Code Section 2699 (PAGA) arising out of Able Freight's alleged violation of the Settlement Class Member Settled Claims alleged in the Complaint;
- (f) Claims for unfair business practices pursuant to California Business and Professions Code section 17200 et seq. premised only upon the Settlement Class Member Settled Claims; and
- (g) All claims pled or which could have been pled in the Lawsuit arising from any of the facts alleged therein, including but not limited to claims of any and every nature based on any of the statutory provisions identified therein, and all penalty claims, no matter how pled.

The Settlement Class Member Settled Claims released by Plaintiff and the Settlement Class Members herein also include any claim(s) for taxes or tax liabilities arising from, or associated with, this settlement or any claim released pursuant to the Settlement Stipulation, as well as any and all claims for attorneys' fees or costs for the duration of the Settlement Period (November 7, 2012 through the date of the Preliminary Approval Order).

You can talk to one of the lawyers appointed as Class Counsel (listed in response to Question 7, below) for free or you can talk to your own lawyer if you have questions about the released claims and what they mean.

THE LAWYERS REPRESENTING YOU

7. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

David Spivak
The Spivak Law Firm
16530 Ventura Blvd., Suite 312
Encino, CA 91436

Walter Haines
United Employees Law Group
5500 Bolsa Ave, Suite 201
Huntington Beach, CA 92649

(877) 203-9010 / Toll Free Telephone
(818) 582-2561 / Facsimile
david@spivaklaw.com

Telephone: (888) 474-7242
Facsimile: (562) 256-1006
whaines@uelglaw.com

8. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Able Freight agrees to pay up to \$500,000 in attorneys' fees and up to \$25,000 in actual litigation costs to Class Counsel. In addition, and subject to Court approval, Able Freight also agrees to pay Plaintiff up to \$20,000 as an enhancement payment for her participation in this lawsuit and for taking on the risk of litigation. Able Freight also agrees to pay the Claims Administrator's costs and fees associated with administering the Settlement, estimated not to exceed \$30,000. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Fund Value and will be distributed to Settlement Class Members on a proportionate basis relative to their respective Total Workweeks.

HOW TO GET A MONETARY PAYMENT

9. How do I get a monetary payment?

You will automatically receive a monetary payment in the form of a settlement check unless you Opt-Out of the Settlement Class in accordance with the procedures set forth in response to Question 12, below. If you no longer live at the address listed on the envelope to this notice, or if you move, please update your address with the Claims Administrator, whose contact information is as follows:

Cano v. Able Freight Services, Inc.
c/o Simpluris, Inc.
P.O. Box 26170, Santa Ana, CA 92799
Telephone: (888) 251-7147

10. What if I disagree with the amount listed for "Total Workweeks" on this notice?

If you are a Settlement Class member and you disagree with the "Total Workweeks" attributable to you listed on this notice, you must provide satisfactory written proof to the Claims Administrator at the address listed in response to Question 9, above, postmarked by no later than **September 4, 2018**, showing that the amount of your Total Workweeks for the Settlement Period is different from the amount listed on this notice. For all disputes, Class Counsel and Able Freight's Counsel will first make a good faith effort to resolve the dispute informally and come to an agreement. If Class Counsel and Able Freight's Counsel cannot reach an agreement, the Claims Administrator will examine all written records in an attempt to resolve the dispute. In the event of a dispute, Able Freight's records shall be presumed correct unless you furnish satisfactory written proof that they are inaccurate. Class Counsel, Able Freight's Counsel, and the Claims Administrator will make every reasonable effort to resolve any such disputes before the final approval hearing (described in response to Question 16, below).

11. When will I get my settlement check?

Settlement checks will be mailed to Participating Settlement Class Members under the Settlement, after the Court grants "final approval" of the Settlement. If the Court approves the Settlement after a hearing on **October 11, 2018**, there may be appeals. If there are any appeals resolving them could take some time, so please be patient. Please also be advised that you will only have 180 days from the date that the Settlement check is issued to cash it. If you do not cash your Settlement check within 180 days the date of its issuance, or if your Settlement check is returned to the Claims Administrator as undeliverable, your Settlement check will be considered unclaimed and void. Any check issued to any Participating Class Member shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of its issuance, but if not cashed within that time it will be deemed null and void and of no further force and effect, and the amount of the check will be paid as follows: (a) Fifty Percent (50%) to the Employment Rights Project of Bet Tzedek; (b) Twenty-five percent (25%) to the California State Treasury for deposit in the Trial Court Improvement and Modernization Fund, established in Section 77209 of the Government Code, and subject to appropriation in the annual Budget Act for the Judicial Council to provide grants to trial courts for new or expanded collaborative courts or grants for Sargent Shriver Civil Counsel; and (c) Twenty-five percent (25%) to the California State Treasury for deposit in the Equal Access Fund of the Judicial Branch, to be distributed in accordance with Sections 6216 to 6223, inclusive, of the California Business and Professions Code, except that administrative costs shall not be paid to the State Bar or the Judicial Council from this sum. The Claims Administrator shall notify Class Counsel and Defendant's Counsel of any undeliverable and uncashed checks. However, the affected Participating Class Members shall nevertheless remain members of the Settlement Class and shall be bound by all terms of this Settlement Stipulation and the Court's final approval order.

OPTING OUT OF THE SETTLEMENT CLASS

12. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, and do not wish to receive a cash payment from the Settlement, you may be excluded (i.e., "**Opt-Out**") by sending a timely letter in writing that contains your name, address, telephone number and the last four digits of your

social security number, as well as your signature (“*Request for Exclusion*”). The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than September 4, 2018 to:

Cano v. Able Freight Services, Inc.
c/o Simpluris, Inc.
P.O. Box 26170, Santa Ana, CA 92799
Telephone: (888) 251-7147

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Court approves the Settlement.

13. If I exclude myself, can I get anything from the settlement?

No. If you exclude yourself now you will not get anything from the settlement. If you ask to be excluded, you will not get a cash payment, and you cannot object to the settlement. But you may sue, continue to sue, or be part of a different lawsuit against Able Freight in the future. You will not be bound by anything that happens in this lawsuit.

14. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Able Freight for the claims in this lawsuit. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

OBJECTING TO THE SETTLEMENT

15. How do I comment on or object to the Settlement?

Any Settlement Class Member who does not opt out of the Settlement Class may comment on, or object to, the Settlement, or any portion thereof, by advising the Claims Administrator, in writing, of his/her objections in advance of the Final Fairness Hearing. The Claims Administrator will promptly advise the Parties and the Court of your objections. Also, the Court will permit you to object to or comment on the Settlement during the Final Fairness Hearing. In the discretion of the Court, any Settlement Class Member, or person purporting to object on behalf of any Settlement Class Member, may be received or considered by the Court at the Final Fairness Hearing, *regardless* of whether a written notice of objection is filed, as set forth above. However, Settlement Class Members who fail to submit a written comment or objection in the manner described above and by the specified deadline or fail to intervene as a party may be deemed on appeal to have waived any right to object and any and all objections to the Settlement Stipulation (whether by appeal or otherwise).

If the Court overrules your objection, you may not be able to appeal the Court’s decision unless you filed with the Court and served on Class Counsel and Defense Counsel, a complaint in intervention to join the Lawsuit as a party, and a written objection, signed by you or your attorney, along with all supporting papers by no later than the last day of the Opt-Out Period, September 4, 2018. If you choose to present your objection in this matter, you must file your objection with the Court at the following address:

Where to File Your Objection with the Court:

Clerk of the Court
Los Angeles Superior Court
312 N. Spring Street
Los Angeles, CA 90012

Such written comment or objection and/or notice of your intent to appear at the hearing should state each specific reason in support of your comment or objection and any legal support for each comment or objection. Such written comment or objection and/or notice of your intent to appear at the hearing should also state your full name, address, date of birth, and the dates of your employment at Able Freight. To be valid and effective for purposes of an appeal, the Court, Class Counsel, and Able Freight’s Counsel should receive any written comments or objections and/or notices of intent to appear at the hearing not later than September 4, 2018.

Able Freight’s counsel are:

Stephen F. McAndrew, Esq.
Mitchell F. Kaufman, Esq.
KAUFMAN MILER & MCANDREW LLP
16633 Ventura Boulevard, Suite 500
Encino, California 91436
Telephone: (818) 788-5767
Facsimile: (818) 788-2992
Email: mitch@kmmlp.com
steve@kmmlp.com

Class Counsel are:

David Spivak
The Spivak Law Firm
16530 Ventura Blvd., Suite 312
Encino, CA 91436
(877) 203-9010 / Toll Free Telephone
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Walter Haines
United Employees Law Group
5500 Bolsa Ave, Suite 201
Huntington Beach, CA 92649
Telephone: (888) 474-7242
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whaines@uelglaw.com

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed a timely and valid objection requesting to present oral argument, you may attend and you may ask to speak, but you don't have to.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness Hearing on **October 11, 2018 at 11:00 a.m.** in Department 9 of the of the Superior Court of the State of California, County of Los Angeles, 312 N. Spring Street, Los Angeles, CA 90012. The Final Fairness Hearing may be moved to a different date and/or time without additional notice. At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to grant final approval. If there are objections, the Court will consider them. The Court will only listen to people who have asked to speak at the hearing. The Court will also decide how much to award to Class Counsel in attorneys' fees and costs, and how much to award Plaintiff as an enhancement award. We do not know how long these decisions will take.

17. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you submit a valid objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

18. May I speak at the Final Fairness Hearing?

If a Settlement Class Member wishes to appear at the Final Fairness Hearing and orally present his or her objection to the Court, the objector's written statement should include the objector's statement of intent to appear at the Final Fairness Hearing.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel or the Claims Administrator for more information or go to <http://simpluris.com/case-information>.

Class Counsel

David Spivak
The Spivak Law Firm
16530 Ventura Blvd., Suite 312
Encino, CA 91436
(877) 203-9010 / Toll Free Telephone
(818) 582-2561 / Facsimile
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Claims Administrator:

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DO NOT TELEPHONE THE COURT OR ABLE FREIGHT'S COUNSEL.