

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Diana M. Khoury (SBN 128643)

dkhoury@ckslaw.com

Jeff Geraci (SBN 151519)

jgeraci@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Tel: (619) 595-3001/Facsimile: (619) 595-3000

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II (SBN 146621)

sahagii@aol.com

18250 Ventura Blvd.

Tarzana, CA 91356

Tel: (818) 609-0807/Facsimile: (818) 609-0892

Attorneys for Plaintiff Manuel Gutierrez, on behalf of himself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MANUEL GUTIERREZ, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

KITE ELECTRIC INCORPORATED, a
California corporation; and DOES 1 through 10,
Inclusive,

Defendants.

CASE NO. 30-2020-01133960-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Peter J. Wilson
Department CX 102

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF
JEFF GERACI IN SUPPORT OF MOTION
FOR ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 3, 2022

Time: 2:00 p.m.

Dept: CX 102

Judge: Hon. Peter J. Wilson

[Continued From: February 3, 2022]

1 I, Jeff Geraci, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, co-counsel of record for
3 Plaintiff Manuel Gutierrez. I make this Supplemental Declaration in support of Plaintiff's Motion for
4 Preliminary Approval of Class Action Settlement. This Declaration is based on my personal knowledge
5 and if called to testify I could and would competently testify to the matters contained in this Declaration.

6 2. On February 2, 2022, the Court issued a tentative ruling on Plaintiff's Motion for Order
7 Granting Preliminary Approval of Class Action Settlement, seeking edits to the operative settlement
8 agreement and to the Class notice. The Court continued the hearing to March 3, 2022, and directed
9 supplemental briefing,

10 3. An Amendment to the Stipulation of Class and Representative Action Settlement
11 Agreement and Release, ("Amendment"), which make the edits addressing the Court's concerns, is
12 attach as Exhibit 1.

13 4. Attached as Exhibit 2 is the redline draft of the revised Notice of Class Action Settlement.
14 A clean copy of the Notice of Class Action Settlement is attached as Exhibit 3

15 5. On the same date this document and its exhibits are filed with the Court, they will be
16 served upon Defendant and provided to the Labor and Workforce Development Agency ("LWDA")
17 via the LWDA's website, [www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act)
18 [Act.](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act), using the appropriate intake form. Attached as Exhibit 4 is a true and correct copy of the LWDA
19 confirmation of Receipt.

20 I declare under the penalty of perjury under the laws of the State of California the
21 foregoing is true and correct and this declaration is executed February 22, 2022, in San Diego,
22 California.

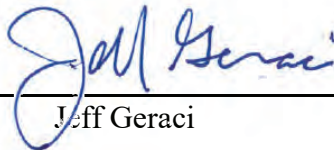
23 
24 _____
25 Jeff Geraci
26
27
28

EXHIBIT 1

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

Msinger@ckslaw.com

Jeff Geraci (SBN 115301)

JGeraci@ckslaw.com

605 C Street, Suite 200

San Diego, California 92101

Tel: (619) 595-3001 / Fax: (619) 595-3000

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian, II (SBN 146621)

Sahagii@aol.com

18250 Ventura Blvd.

Tarzana, California 91356

Tel: (818) 609-0807 / Fax: (818) 609-0892

Attorneys for Plaintiff Manuel Gutierrez,
on behalf of himself and the Putative Class

MICHALSKI LAW OFFICES

James W. Michalski, (SBN 177015)

james@jamesmichalskilaw.com

17011 Beach Boulevard, Suite 900

Huntington Beach, California 92647

Tel: (818) 489-5069 / Fax: (714) 968-0426

Attorneys for Defendant, Kite Electric, Incorporated

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

MANUEL GUTIERREZ, individually and
on behalf of himself and others similarly
situated,

Plaintiff,

vs.

KITE ELECTRIC INCORPORATED, a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 30-2020-01133960-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Peter J. Wilson – Dept. CX102

**AMENDMENT TO STIPULATION OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

1 **AMENDMENT TO STIPULATION OF CLASS AND REPRESENTATIVE ACTION**
2 **SETTLEMENT AGREEMENT AND RELEASE**

3 This Amendment to the Stipulation of Class and Representative Action Settlement Agreement
4 and Release is made and entered into by Plaintiff Manual Gutierrez (“Amendment”), as an individual
5 and on behalf of all others similarly situated, and Kite Electric Incorporated (the “Parties”) pursuant
6 to paragraph 78 of the Stipulation of Class and Representative Action Settlement Agreement and
7 Release filed with the Court on January 4, 2022 (the “Settlement Agreement”). ROA No. 103.

8 The Settlement Agreement is Amended in the following manner:

- 9 1. Subsection “C” is added to Paragraph 56 as follows:

10 “C. Procedure if a Written Objection and a Request for Exclusion is Submitted.

11 In the event a Class Member or their representative returns to the Administrator both
12 a written objection and a timely request for exclusion from the Settlement, the written
objection shall be rejected and the request for exclusion will be accepted.”

- 13 2. Paragraph 69: The second sentence, shown below, is deleted.

14 “The Settlement Administrator’s determination of eligibility for, and calculations of,
15 Settlement Payments shall be conclusive, final, and binding on all Parties, including
all Class Members.”

- 16 3. The Notice of Class Action Settlement, attached as Exhibit “A” to the earlier filed
17 Settlement Agreement, has been revised as directed by the Court in its ruling on Plaintiff’s
18 Preliminary Approval Motion dated February 2, 2022, and replaced with **Exhibit “E”**, attached here
19 in English and its certified Spanish translation.

20 The [Proposed] Order Granting Preliminary Approval, Exhibit “C” to the earlier filed
21 Settlement Agreement, has been revised and replaced by **Exhibit “F”**, attached here. This
22 Amendment shall be attached to the Settlement Agreement. ROA No. 103.

23 **THE PARTIES SO AGREE: Plaintiff / Class Representative**

24
25 Date: February 22, 2022

By: 
Manual Gutierrez, Plaintiff Class Representative

26
27 *[Signatures, continued next page]*

28 ///

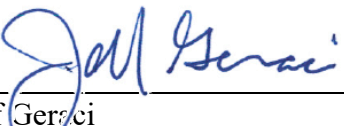
Defendant Kite Electric Incorporated

Date: February __, 2022

By: _____
Mr. Tracy Adams, President

COHELAN KHOURY & SINGER

Date: February 22, 2022

By:  _____
Jeff Geraci
Attorneys for Plaintiff, and all others similarly
situated, and aggrieved employees

MICHALSKI LAW OFFICES

Date: February __, 2022

By: _____
James W. Michalski
Attorneys for Defendant

EXHIBIT E

Superior Court of California, County of Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Case No. 30-2020-01133960-CU-OE-CXC

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: All persons employed by Kite Electric in California as a non-exempt electrician at any time during the period from February 24, 2016 through February 19, 2021 (the “Class” or “Class Members”).

If you are a Class Member, as described above, you are eligible for a payment from the Class Action Settlement. You do not need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your payment will be automatically mailed to you after the Court grants final approval of the Settlement. The amount of your Settlement Payment is shown on page 9 of this Notice. <u>NOTE:</u> You must keep a current address on file with the Settlement Administrator to ensure receipt of your check.
UPDATE YOUR ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice.)
EXCLUDE YOURSELF	If you do not wish to participate in the Settlement, you can exclude yourself from the Settlement and retain all rights you may have against Kite for the Class Claims. However, PAGA does not allow PAGA Members to exclude themselves, so if you exclude yourself from the Settlement, you will not receive a share of the Class funds, and will not release the Class claims, but you will still receive your share of the PAGA Payment, and will release only your PAGA claims.
OBJECT	Write to the Court if you think the Settlement is not fair. You may speak in Court about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

- **THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM**
- **DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE**

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BASIC INFORMATION

1. **Why did I get this Notice?**

You received this Notice because Kite Electric Incorporated's records show you worked for Kite as a non-exempt electrician in California sometime from February 24, 2016 through February 19, 2021.

The purpose of this Notice is to explain the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of Orange, and the case is known as *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960-CU-OE-CXC (the "Action").

2. **What is this Action about?**

On January 28, 2020, Plaintiff notified Kite Electric Incorporated ("Kite") and the Labor and Workforce Development Agency ("LWDA") of his intention to file a representative action against Kite, as an agent for the State of California and on behalf of all PAGA Members, alleging violation of several California Labor Code provisions and seeking civil penalties under the Private Attorneys General Act of 2004, ("PAGA", California Labor Code §2698, et seq). On February 24, 2020, Plaintiff filed a complaint on behalf of the Class, and on behalf of the State of California and PAGA Members, alleging that Kite did not provide Class Members all wages, including overtime wages due for all hours worked, and failed to provide legally compliant rest breaks, or compensation for missed rest breaks, and this caused inaccurate wage statements, and failure to timely pay all wages due when leaving employment.

Kite denies all allegations in the Action and contends it complied with California law at all times. The Settlement is not an admission of any wrongdoing by Kite or an indication any law was violated.

3. **Who are the Parties, Proposed Class Members, and PAGA Members in this Action?**

Plaintiff Manual Gutierrez was employed in California by Kite as a non-exempt electrician in Orange County, California from June to October 2019.

Kite Electric Incorporated, ("Kite") a California Corporation, is the Defendant.

Class Members are defined as all non-exempt electricians employed by Kite in California at any time from February 24, 2016 through February 19, 2021. There are an estimated 100 members of the Class.

PAGA Members, a subgroup of the Class, are defined as all non-exempt electricians employed by Kite in California at any time from December 21, 2018 through February 19, 2021. There are an estimated 71 PAGA Members.

4. **Why is this a Class Action?**

In a class action, one or more people called Class Representatives (in this case, Manual Gutierrez) sue on behalf of themselves and other people who they allege have similar claims. This group of people is called a "class." Each person receiving this notice is a "Class Member" for purposes of this Settlement.

5. Who are the attorneys for the Plaintiff and the Class?

COHELAN KHOURY & SINGER

Jeff Geraci / Diana M. Khoury
605 "C" Street, Suite 200
San Diego, California 92101-5305
Telephone: (619) 595-3001

LAW OFFICE OF SAHAG MAJARIAN, II

Sahag Majarian II
18250 Ventura Blvd.
Tarzana, California 91356
Telephone: (818) 609-0807

If you have questions regarding this Settlement, you should contact Plaintiff's Counsel or the Settlement Administrator. Do NOT contact the attorneys for Kite, its managers, or supervisors.

6. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Kite. There was no trial. Both sides agreed to settle the Action to avoid the cost and risks of a trial, and ensure Class Members get compensation from the Settlement.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

The proposed Settlement provides for a maximum settlement amount of **\$458,991** to fully and finally resolve all claims in the Action (referred to as the "Gross Settlement Amount"). The Gross Settlement Amount includes amounts already paid by Kite to Class Members of \$238,991 after Mr. Gutierrez filed charges against Kite on behalf of the State of California and all PAGA Members, and before the Parties agreed to a settlement of all claims described in this Notice. In addition to the prior amount paid, Kite will pay an additional maximum sum of \$220,000 from which Class Counsel will apply to the Court for: (1) attorneys' fees of up to one-third of the Gross Settlement; (2) litigation costs estimated to be \$9,500; (3) a Class Representative service payment of \$10,000 to Manual Gutierrez for his work, efforts and burdens in prosecuting the Action, and for undertaking the risks of a judgment for costs in the event of an unsuccessful outcome, and obtaining the benefits on behalf of the Class; (4) administration expenses estimated to be \$7,500, and (5) a payment to the California Labor Workforce and Development Agency, under PAGA of \$7,500 (75% of \$10,000) for the government's share of civil penalties alleged, and a payment of \$2,500 (25% of \$10,000) to be distributed proportionately to all PAGA Members based on the number of their Pay Periods worked during the PAGA Period.

The exact amount of attorneys' fees and litigation costs, Class Representative Service Payment, and Administration expenses will be determined by the Court at a Final Approval Hearing. The remaining portion of the Settlement, the "Net Settlement," estimated at \$30,003.00 will be apportioned and paid entirely to all Class Members who do not request to be excluded from the Settlement, ("Participating Class Member"), based on the number of Work Weeks worked anytime during the Class Period (February 24, 2016 to February 19, 2021).

8. How much will my Settlement Payment be?

The estimated amount of your Settlement Payment is shown on the Employment Information Sheet, page 9 of this Notice. It is based on the number of Work Weeks you worked during the Class Period. If you are a PAGA Member, your share of penalties will be based on the number of Pay Periods worked during the PAGA Period. The amount shown is an estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit. This Settlement Payment is in addition to the amount Kite paid to you in 2020.

HOW TO GET A SETTLEMENT PAYMENT

9. How can I get my Settlement Payment?

If you do nothing, you will automatically receive your Settlement Payment if the Court approves the Settlement at the Final Approval Hearing. You must, however, notify the Settlement Administrator of any change in your name or mailing address if your name, or address to which this Notice was mailed, is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your mailing address. Your Settlement Payment will be mailed to the last known address it has on file for you.** A Change of Address Form and preprinted return envelope are enclosed for your convenience. You may call the Settlement Administrator at 1-8xx-xxx-xxxx to confirm receipt of your Change of Address Form.

10. What do I do if I think my Number of Work Weeks and/or Pay Periods is wrong?

The amount of your Settlement Payment is based on the number of Work Weeks you worked during the Class Period and PAGA Penalties are based on the number of Pay Periods worked during the PAGA Period. The number of Work Weeks and Pay Periods shown on the Employment Information Sheet (on page 9), was obtained from Kite's records. If you believe this information is not correct, you may send a letter to the Settlement Administrator stating what you believe is the correct information. Your letter must be postmarked on or before _____, 2022 [45 days after the initial mailing of the Notice Packet]. You should include any documents or other information supporting your belief the information in the Employment Information Sheet is not correct. The Settlement Administrator will resolve any dispute about the number of Work Weeks and Pay Periods based on Kite's records and any information you provide, subject to the Court's review and final decision.

11. When can I expect to receive my Settlement Payment?

If you do not exclude yourself from the Settlement, and there are no objections submitted, your share of the Settlement will be mailed to you about 90 days after the Court grants final approval of the Settlement and enters judgment. ***Your share of the Settlement will be mailed to the address the Settlement Administrator has on file for you, which is the address this Notice was mailed to.*** Again, if this address is not right, or if you move after you receive this Notice, you must inform the Settlement Administrator by returning the enclosed Change of Address Form.

The Settlement Payment will be allocated 20% for wages, and 80% penalties and interest. Participating Class Members will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. The Administrator will issue an IRS W-2 for the amount of the wages and IRS 1099 forms for the penalties and interest together with your Settlement Payment. If checks remain uncashed after 180 days of issuance, the Settlement Administrator will place a stop payment on those checks and send the funds, in your name, to the State of California's Secretary of State, Unclaimed Property Division for further handling.

12. What am I giving up to get a Settlement Payment?

After the Court has approved the Settlement, unless you excluded yourself, you are staying in the Class and you can't sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal issues in this Action. You will be bound by the judgment in this Action and you will "give up" or release these claims:

Released Claims: All Class Members who do not return a valid and timely request for exclusion fully release and discharge Kite Electric Incorporated and its past, present, and future officers, directors, principals, heirs, joint employers, client employers, employees, agents, representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, partners, investors, shareholders, parent companies, subsidiaries, affiliates,

predecessors, successors, assigns, and joint venturers (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, damages, liens and/or actions or causes of action of any kind that were alleged in the Complaint, or that could have been alleged based on the same nucleus of operative facts, including any claims that have been or could have been alleged against the Released Parties, or any of them, arising out of the same nucleus of operative facts alleged in the Complaint, and including claims under California Labor Code sections 201, 202, 203, 226(a), 226(e), 226.7, 558, 1174, 1174.5, 1194, 1194.2, 2699, subd.(f), 2699.3, and the Wage Orders promulgated thereunder; and California Business & Professions Code section 17200 *et seq.* The Released Claims specifically exclude claims for workers’ compensation, unemployment insurance and state disability compensation, claims under the Employment Retirement Income Security Act of 1974, and claims for previously vested benefits under any Employer-sponsored benefits plan.

EXCLUDING YOURSELF FROM THE CLASS AND SETTLEMENT

13. How do I get out of the Class and the Settlement?

If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the Settlement for other reasons, you should exclude yourself from this case (that is, “opt out” of the Class and this Settlement). To opt out of the Class and Settlement, you must return a valid and timely written request for exclusion. Your request for exclusion must include: (a) the case name and case number; (b) your full name, current address, telephone number, and last four digits of your social security number; and (c) your signature. The request for exclusion should state in substance:

“I wish to be excluded from the case entitled *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960-CU-OE-CXC in the Superior Court of California, County of Orange and the Settlement. I understand by requesting to be excluded from the Class and Settlement, I will not receive a share of the Class settlement funds described in this Notice.”

Your request for exclusion letter must be mailed to the Settlement Administrator postmarked no later than _____, **2022** (*45 days of the initial mailing*) in the envelope provided or in a separate envelope addressed to:

Kite Electric Class Action Settlement Administrator
c/o ILYM Group, Inc.
P. O. Box _____
Irvine, CA 9____

If you were employed during the PAGA Period, and you return a valid and timely request for exclusion from the Class, you will still receive a share of the PAGA Penalties based on the number of Pay Periods you worked during the PAGA Period, because there is no right to opt out of a PAGA settlement. You will release only the claims alleged in the Action for PAGA penalties for violations of the California Labor Code.

14. If I don’t exclude myself from the Settlement, can I sue Kite for the same thing later?

No. Unless you exclude yourself from this Action, you give up any right to sue Kite for the claims settled in this Lawsuit. ***If you have a claim or lawsuit already against Kite, you must speak to your lawyer in that case immediately.*** You must ask to exclude yourself from this Lawsuit to continue your own lawsuit.

15. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive a Settlement Payment, and you will not be bound by the releases or Judgment. The Settlement Payment you would have received will be distributed to Participating

Class Members. But if you are a PAGA Member, employed sometime during the PAGA Period (December 21, 2018 through February 19, 2021), you will still receive a share of the \$2,500 PAGA Penalties based on the number of Pay Periods you worked during the PAGA Period.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you may object to the Settlement and tell the Court why you disagree with the Settlement. But if you only think your Settlement Payment was miscalculated, or the number of Work Weeks is wrong, please use the process in Paragraph 10 to notify the Administrator.

Your written objection to the Settlement should state the case name and number: *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960. Be sure to include your full name, current address and telephone number, and the specific reasons you object to the Settlement. Mail your written objection, and any documents you intend to use in support of your objection, to the address listed below, on or before _____, 2022 to:

Kite Electric Class Action Administrator
ILYM Group, Inc.
P. O. Box _____,
Irvine, CA 9____

You, or your lawyer at your expense, are welcome to attend the Final Approval Hearing to discuss your objections directly with the Court, without the need to return a written objection. The Final Approval Hearing is set for _____, 2022 at ____ p.m. in Dept. CX102 of the Orange County Superior Court.

If you wish to preserve your right to appeal if your objection is denied, you, or a lawyer on your behalf, must file formal papers with the Court intervening in the Action, before a final judgment is entered.

17. What's the difference between objecting and requesting to be excluded from the Action?

Objecting is telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded from the Class and the Settlement is telling the Court you don't want to be part of the Class and the Settlement. If you request to be excluded, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to the Settlement, the Court will consider your objections when deciding whether to grant final approval of the Settlement. If you have submitted a timely written objection, you do not need to appear to discuss the objection with the Court.

You should not return to the Settlement Administrator both an objection and a request for exclusion. In the event you return both a valid and timely request for exclusion, **and** a written objection, the valid and timely request for exclusion will be accepted, and your written objection will be rejected.

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing in Department CX-102 of the Superior Court of California, County of Orange, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California 92715 on _____, 2022 at ____ a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing. Should the Court grant Final Approval of the Settlement and Enter Judgment, the Court's Order approving the Settlement and Judgment may be viewed on the Administrator's website, www._____.com.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Judge may have. If you return a written objection, you do not have to come to Court to talk about it. If you mailed your written objection in the manner discussed in Paragraph 16, the Court will consider it. You or your own lawyer, at your own expense, are also welcome to come to the hearing and discuss your objections with the Court.

20. May I appear and speak at the Final Approval Hearing?

Yes, but you cannot speak at the Final Approval Hearing if you have excluded yourself from the Settlement.

GETTING MORE INFORMATION

21. Who can I contact if I have questions about the Settlement?

This Notice is only a summary of the case and the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any of the papers filed in the Action, at the Filing Department of the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California, 92701 during regular Court hours.

You may also examine case records online on the Orange County Superior Court's website, at <https://ocjustice.occourts.org/civilwebShoppingNS> . Once you've read the Court's "Information Disclaimer" and clicked "Accept Terms," type case number "01133960" and year field "2020," confirm you are not a robot and click "search." The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

You may also contact the attorneys for the Plaintiff and the Class who are listed above in Paragraph 5 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator by calling toll free at  or by writing to the Administrator at: Kite Electric Class Action Administrator, ILYM Group, Inc., P. O. Box _____, Irvine, California 9____

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR KITE ELECTRIC, ITS SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.

ADDITIONAL IMPORTANT INFORMATION

- A. **Kite supports the Settlement** and will not retaliate in any manner against any Class Member who stays in the Class and receives a Settlement Payment or requests to opt out of the Action.
- B. **It is your responsibility to ensure the Settlement Administrator** has your current mailing address and telephone number on file. This will be the address Settlement Payments will be mailed to.
- C. **Settlement Payment checks must be cashed soon after receipt.** Checks which are not cashed after 180 days of the date of issuance will be forwarded to California's Secretary of State Controller, Unclaimed Property Division for further handling on behalf of the Class Member whose check was voided. If your check is lost or misplaced, immediately contact the Settlement Administrator and request a replacement.

Superior Court of California, County of Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Case No. 30-2020-01133960-CU-OE-CXC

EMPLOYMENT INFORMATION SHEET

Class Member's Address on File with the Settlement Administrator:

Name: _____

Address: _____

City, State, Zip Code: _____

The number of Work Weeks you worked during the Class Period (February 24, 2016 to February 19, 2021) according to Kite's records is _____.

The number of Pay Periods you worked during the PAGA Period, (December 21, 2018 to December 31, 2019) according to Kite's records is _____.

Based on the information above, it is estimated that if you do not request exclusion from the Class and Settlement, you will receive an estimated \$_____, less applicable payroll taxes. The amount shown is an estimate. The actual amount you receive may be more or less than the estimate shown, depending on a number of factors.

You do not have to take any action to receive your share of the Settlement. Your share of the Settlement will be mailed to you at the address shown above.

If your address has changed, or is different than the address shown above, you must notify the Settlement Administrator by returning the enclosed Change of Address Form to the Settlement Administrator in the enclosed envelope or at the address shown below. You may contact the Settlement Administrator, toll-free, to confirm receipt of the Change of Address Form at 1-xxx-xxx-xxxx.

Please Note: It is highly recommended you immediately deposit or cash your check when you receive it. It will be voided after 180 days and funds represented by uncashed checks will be forwarded to California's Secretary of State, Controller, Unclaimed Property Division for further handling.

Certification of Translation Accuracy

Translation of **Notice of Class Action Settlement** from **English** to **Spanish**

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Mike Bortscheller
Authorized Representative
Order Date: February 18, 2022

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640 South Fourth St
Suite 300
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United States



Tribunal Superior de California, Condado de Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Caso n° 30-2020-01133960-CU-OE-CXC

*Este aviso ha sido autorizado por un tribunal. Esto no es publicidad.
Esto no se trata de una demanda en su contra y no se le está demandando a usted.
No obstante, independientemente de que actúe o no, sus derechos legales se verán afectados.*

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Para: Todas las personas empleadas por Kite Electric en California como electricistas no exentos en cualquier momento del período comprendido entre el 25 de febrero de 2016 y el 19 de febrero de 2021 (la “Demanda Colectiva” o los “Miembros de la Demanda Colectiva”).

Si usted es miembro de la demanda colectiva, como se indica anteriormente, usted tiene derecho a recibir un pago del acuerdo de la demanda colectiva. No es necesario que devuelva un formulario de reclamación.

LE ROGAMOS QUE LEA ESTE AVISO DETENIDAMENTE.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
NO HACER NADA	No es necesario que haga nada para recibir su pago del acuerdo. Le enviaremos su pago por correo automáticamente una vez que el tribunal apruebe definitivamente este acuerdo. El monto de su pago del acuerdo se indica en la página 9 de este aviso. <u>NOTA:</u> es necesario que su dirección esté actualizada en los registros del administrador del acuerdo para asegurar que usted reciba su cheque.
ACTUALIZAR SU DIRECCIÓN	Actualice su información personal ante el administrador del acuerdo para que su pago del acuerdo se envíe a la dirección correcta. (En este aviso se adjuntan un formulario de cambio de dirección y un sobre de devolución).
EXCLUIRSE DEL ACUERDO	Se puede excluir del acuerdo si no quiere participar en él y conservará todos los derechos que pueda tener contra Kite en relación con las reclamaciones de la demanda colectiva. Sin embargo, PAGA no permite la exclusión de los Miembros de PAGA, por lo que al excluirse del acuerdo no recibirá su parte de los fondos de la demanda colectiva y no descargará las reclamaciones de la demanda colectiva, pero sí recibirá su parte del pago de PAGA y descargará únicamente las reclamaciones de PAGA.
PRESENTAR UNA OBJECIÓN	Si considera que el acuerdo no es justo, puede escribir al Tribunal. Si lo desea, puede pronunciarse ante el Tribunal sobre los motivos por los que considera que el Acuerdo no es justo. <u>NOTA:</u> No puede presentar una objeción si pide excluirse del Acuerdo.

- **EN ESTE AVISO SE EXPONEN SUS DERECHOS Y LOS PLAZOS PARA EJERCERLOS**
- **EL DEMANDADO ESTÁ A FAVOR DEL ACUERDO Y NO TOMARÁ REPRESALIAS CONTRA LOS MIEMBROS DE LA DEMANDA COLECTIVA POR EJERCER LOS DERECHOS CONTENIDOS EN ESTE AVISO**

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INFORMACIÓN BÁSICA

1. **¿Por qué recibí este aviso?**

Usted recibió este aviso porque según los registros de Kite Electric Incorporated usted estuvo empleado por Kite como electricista no exento en California en cualquier momento comprendido entre el 24 de febrero de 2016 y el 19 de febrero de 2021.

Este aviso tiene como objetivo explicar la demanda, el acuerdo, sus derechos legales, los beneficios disponibles, quiénes califican para recibirlos y cómo obtenerlos.

El Tribunal a cargo del caso es el Tribunal Superior del Estado de California, Condado de Orange, y el caso se titula *Gutierrez v. Kite Electric Incorporated*, Caso n° 30-2020-01133960-CU-OE-CXC (la "Demanda").

2. **¿De qué trata esta demanda?**

El 28 de enero de 2020, el Demandante informó a Kite Electric Incorporated ("Kite") y a la Agencia de Desarrollo Laboral ("LWDA") sobre su intención de presentar una demanda representativa contra Kite, como representante del Estado de California y en nombre de todos los Miembros de PAGA, alegando el incumplimiento de varias disposiciones del Código Laboral de California y solicitando sanciones civiles en virtud de la Ley de Abogados Generales Privados de 2004, ("PAGA", Código Laboral de California §2698, y siguientes). El 24 de febrero de 2020, el Demandante presentó una demanda en nombre del Colectivo, y en nombre del Estado de California y de los Miembros de PAGA, en la que se alega que Kite no proporcionó a los Miembros de la Demanda Colectiva todos los salarios, entre ellos los salarios por horas extras correspondientes a todas las horas de trabajo, y no concedió las pausas de descanso estipuladas por la ley, ni la indemnización por los descansos no realizados, por lo que las declaraciones salariales son inexactas, y no se pagaron oportunamente todos los salarios adeudados al finalizar el empleo.

Por su parte, Kite desmiente todas las acusaciones de la Demanda y señala que en todo momento ha cumplido con las leyes de California. El Acuerdo no constituye el reconocimiento de ninguna irregularidad por parte de Kite ni constituye indicios de que se haya violado ninguna ley.

3. **¿Quiénes son las partes, los miembros de la demanda colectiva propuesta y los miembros PAGA en esta demanda?**

El demandante Manuel Gutiérrez fue empleado en California por Kite como electricista no exento en el Condado de Orange, California, de junio a octubre de 2019.

El Demandado es Kite Electric Incorporated, ("Kite") una sociedad de California.

Los miembros de la demanda colectiva son todos los electricistas no exentos empleados por Kite en California en cualquier momento entre el 24 de febrero de 2016 y el 19 de febrero de 2021. Se estima que los miembros de la demanda colectiva ascienden a aproximadamente 100.

Los Miembros de PAGA, un subgrupo de la Demanda Colectiva, son todos los electricistas no exentos empleados por Kite en California en cualquier momento entre el 21 de diciembre de 2018 y el 19 de febrero de 2021. Se estima que los miembros de PAGA ascienden a 71.

4. **¿Por qué esta es una demanda colectiva?**

En una demanda colectiva, una o más personas a las que se denomina representantes del colectivo (en este caso, Manuel Gutiérrez) demandan en su propio nombre y en el de otras personas que, a su juicio, tienen reclamaciones similares. Este grupo de personas se denomina "colectivo". Todas las personas que han recibido este aviso son "miembros de la demanda colectiva" a los efectos de este acuerdo.

5. **¿Quiénes son los abogados que representan al Demandado y a los Demandantes?**

COHELAN KHOURY & SINGER

Jeff Geraci / Diana M. Khoury
605 "C" Street, Suite 200
San Diego, California 92101-5305
Teléfono: (619) 595-3001

LAW OFFICE OF SAHAG MAJARIAN, II

Sahag Majarian II
18250 Ventura Blvd.
Tarzana, California 91356
Teléfono: (818) 609-0807

Si tiene preguntas sobre este Acuerdo, póngase en contacto con el abogado de los demandantes o con el administrador del Acuerdo. NO se comuniqué con los abogados de Kite, sus gerentes o supervisores.

6. **¿Por qué se ha llegado a un acuerdo?**

El Tribunal no se ha pronunciado a favor del demandante ni de Kite. No ha habido juicio. Ambas partes decidieron llegar a un acuerdo sobre la demanda para evitar los costos y los riesgos de un juicio, y garantizar que los miembros de la demanda colectiva reciban una compensación del acuerdo.

CONDICIONES DEL ACUERDO

7. **¿Cuál es el monto del acuerdo?**

El Acuerdo propuesto establece un monto máximo de acuerdo de **\$458,991** para resolver por completo y de forma definitiva todas las reclamaciones en la Demanda (denominado el "Monto Bruto del Acuerdo"). El Monto Bruto del Acuerdo incluye los montos que Kite ya ha pagado a los Miembros de la Demanda Colectiva, que ascienden a \$238,991, después de que el Sr. Gutiérrez presentara las acusaciones contra Kite en nombre del Estado de California y de todos los Miembros de PAGA, y antes de que las Partes llegaran a un acuerdo sobre todas las reclamaciones contempladas en este Aviso. Además de la cantidad pagada anteriormente, Kite pagará una suma máxima adicional de \$220,000 de la cual los Abogados de la Demanda Colectiva solicitarán al Tribunal: (1) los honorarios de los abogados de hasta un tercio del Acuerdo Bruto; (2) los costos del litigio estimados en \$9,500; (3) un pago por servicios al Representante de la Demanda Colectiva de \$10,000 otorgado a Manuel Gutierrez por su trabajo, esfuerzos y esfuerzos en la interposición de la Demanda, y por asumir los riesgos de una sentencia por costos en caso de un resultado infructuoso, y por obtener los beneficios en nombre de la Demanda Colectiva; (4) gastos de administración estimados en \$7,500, y (5) un pago a la Agencia de Fuerza Laboral y Desarrollo de California, en virtud de PAGA de \$7,500 (75% de \$10,000) por la parte del gobierno de las sanciones civiles alegadas, y un pago de \$2,500 (25% de \$10,000) que se distribuirá proporcionalmente a todos los Miembros de PAGA en función de su cantidad de Periodos de Pago trabajados durante el Periodo PAGA.

El Tribunal determinará el monto exacto de los honorarios de los abogados y los costos del litigio, el pago por servicios del representante de la demanda colectiva y los gastos de administración en una audiencia de aprobación definitiva. La parte restante del Acuerdo, el "Acuerdo Neto", que se estima en \$30,003.00, se prorrateará y se pagará en su totalidad a todos los Miembros de la Demanda Colectiva que no soliciten excluirse del Acuerdo, ("Miembro participante de la Demanda Colectiva"), en función de la cantidad de Semanas

Laborales que hayan trabajado en cualquier momento durante el Período de la Demanda Colectiva (del 24 de febrero de 2016 al 19 de febrero de 2021).

8. ¿Cuál será el monto de mi pago del acuerdo?

El monto estimado de su Pago del Acuerdo se indica en la ficha de información sobre el empleo, en la página 9 de este aviso. Este monto se basa en la cantidad de Semanas de Trabajo que usted trabajó durante el Período de la Demanda Colectiva. Si usted es un Miembro de PAGA, su parte de las sanciones se basará en la cantidad de Períodos de Pago que haya trabajado durante el Período de PAGA. El monto que se indica es una estimación. La cantidad que usted reciba realmente puede ser mayor o menor que la cantidad estimada que se indica, dependiendo de una serie de factores, incluyendo si otros Miembros de la Demanda Colectiva solicitan que se les excluya del Acuerdo y la cantidad que el Tribunal apruebe en concepto de honorarios de abogados, gastos de litigio y otros costos de la demanda. Este pago del Acuerdo es adicional a la cantidad que Kite ha pagado a usted en 2020.

CÓMO RECIBIR UN PAGO DEL ACUERDO

9. ¿Cómo puedo recibir mi pago del acuerdo?

Si no hace nada, recibirá automáticamente su Pago del Acuerdo cuando el Tribunal apruebe el Acuerdo en la Audiencia de Aprobación Definitiva. Sin embargo, debe informar al Administrador del Acuerdo sobre cualquier cambio respecto a su nombre o dirección postal en caso de que el nombre o la dirección a la que se envió este Aviso no sean correctos. **Usted es responsable de que el Administrador del Acuerdo esté informado de cualquier cambio en su dirección postal. Su pago del Acuerdo se enviará a la última dirección conocida que tenga registrada el Administrador del Acuerdo.** Para su comodidad, se adjuntan un formulario de cambio de dirección y un sobre de devolución preimpreso. Si lo desea, puede llamar al Administrador del Acuerdo al 1-8xx-xxx-xxxx para confirmar que ha recibido su formulario de cambio de dirección.

10. ¿Qué debo hacer si considero que la cantidad de semanas de trabajo y/o periodos de pago no es correcta?

El monto de su Pago del Acuerdo se basa en la cantidad de semanas de trabajo que usted trabajó durante el período de la demanda colectiva y las sanciones de PAGA se basan en la cantidad de períodos de pago que trabajó durante el período de PAGA. La cantidad de Semanas de Trabajo y Períodos de Pago que se indican en la Hoja de Información de Empleo (en la página 9), se obtuvo de los registros de Kite. Si usted considera que esta información no es correcta, puede enviar una carta al Administrador del Acuerdo indicando la información que usted considera correcta. Su carta debe llevar matasellos a más tardar el día _____ de 2022 [*45 días contados a partir de la fecha original de envío del paquete de aviso*]. Debe incluir cualquier documento u otra información en que se fundamente su convicción de que la información de la ficha de información sobre el empleo no es correcta. El Administrador del Acuerdo decidirá cualquier controversia sobre la cantidad de Semanas de Trabajo y Períodos de Pago según los registros de Kite y cualquier información que usted proporcione, a reserva de la revisión y decisión definitiva del Tribunal.

11. ¿Cuándo puedo esperar recibir mi pago del acuerdo?

Si no se excluye del Acuerdo y no hay objeciones, se le enviará su parte del Acuerdo aproximadamente 90 días a partir de la aprobación definitiva del Acuerdo y la sentencia por parte del Tribunal. ***Su parte del acuerdo se enviará por correo a la dirección que tiene registrada el administrador del acuerdo, que es la dirección a la que se ha enviado este aviso.*** De nuevo, si esta dirección no es la correcta, o si se muda después de recibir este

aviso, deberá informar al Administrador del Acuerdo remitiéndole el formulario de cambio de dirección que se adjunta.

Se asignará un 20% del pago del Acuerdo en concepto de salarios, y un 80% en concepto de multas e intereses. Los miembros participantes de la demanda colectiva tendrán la responsabilidad de clasificar correctamente este pago a efectos fiscales y de pagar los impuestos correspondientes, si los hubiera. El Administrador emitirá un formulario W-2 del IRS por el monto de los salarios y formularios 1099 del IRS por las multas e intereses junto con su pago del Acuerdo. En caso de que los cheques no se hayan cobrado transcurridos 180 días desde su fecha de emisión, el Administrador del Acuerdo suspenderá el pago de dichos cheques y enviará los fondos, a su nombre, a la División de Propiedad No Reclamada de la Secretaría de Estado de California para su gestión posterior.

12. ¿A qué estoy renunciando para recibir un pago del acuerdo?

Una vez que el Tribunal haya aprobado el Acuerdo, a menos que usted se excluya, continuará formando parte de la demanda colectiva y no podrá demandar, seguir demandando o ser parte de ningún otro juicio contra el Demandado en relación con las cuestiones legales planteadas en esta Demanda. Usted quedará obligado por la sentencia en esta Demanda y "renunciará" o liberará estas reclamaciones:

Reclamaciones liberadas: Todos los miembros de la demanda colectiva que no remitan una solicitud de exclusión válida y oportuna liberan y exoneran completamente a Kite Electric Incorporated y a sus funcionarios, directores, directores, herederos, empleadores conjuntos, empleadores clientes, empleados, agentes, representantes, contables, auditores, abogados, consultores, aseguradores, reaseguradores, socios, inversores, accionistas, empresas matrices, subsidiarias, afiliadas, predecesores, sucesores, cesionarios y empresas conjuntas ("Partes exoneradas") de todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, daños y perjuicios, gravámenes y/o acciones o causas de acción de cualquier tipo que se alegaron en la Demanda, o que podrían haberse alegado en función del mismo núcleo de hechos operativos, incluyendo todas las reclamaciones que se han alegado o podrían haberse alegado contra las Partes Exoneradas, o cualquiera de ellas, derivadas del mismo núcleo de hechos operativos alegados en la Demanda, e incluyendo las reclamaciones en virtud de los artículos 201, 202, 203, 226(a), 226(e), 226 del Código Laboral de California. 7, 558, 1174, 1174.5, 1194, 1194.2, 2699, subdivisión (f), 2699.3, y las Órdenes salariales promulgadas en virtud de las mismas; y la sección 17200 y siguientes del Código de Negocios y Profesiones de California. Las Reclamaciones Exoneradas excluyen específicamente las reclamaciones por compensación de trabajadores, seguro de desempleo y compensación estatal por discapacidad, reclamaciones en virtud de la Ley de Seguridad de Ingresos de Jubilación de 1974, y reclamaciones por beneficios previamente adquiridos en virtud de cualquier plan de beneficios patrocinado por el Empleador.

CÓMO EXCLUIRSE DE LA DEMANDA Y DEL ACUERDO

13. ¿Cómo puedo excluirme de la demanda colectiva y del acuerdo?

Si desea entablar una demanda por separado, con un abogado distinto a su cargo, o no desea participar en el acuerdo por otras razones, debe excluirse de este caso (es decir, excluirse de la demanda colectiva y de este acuerdo). Para excluirse de la demanda colectiva y del acuerdo, debe remitir una solicitud de exclusión válida y oportuna por escrito. Su solicitud de exclusión debe incluir (a) el nombre y número del caso; (b) su nombre completo, dirección actual, número de teléfono y los últimos cuatro dígitos de su número de seguridad social; y (c) su firma. La solicitud de exclusión debe indicar básicamente lo siguiente:

“Yo deseo que se me excluya del caso titulado *Gutierrez v. Kite Electric Incorporated*, caso n° 30-2020-01133960-CU-OE-CXC del Tribunal Superior de California, Condado de Orange y del acuerdo.

Entiendo que al solicitar que se me excluya de la demanda colectiva y del acuerdo no recibiré una parte de los fondos del acuerdo que se indican en este aviso.”

Debe enviar su carta de solicitud de exclusión al administrador del acuerdo con matasellos postal a más tardar el _____ de 2022 (45 días a partir de la fecha de envío inicial) dentro del sobre adjunto o en un sobre aparte dirigido a:

Kite Electric Class Action Settlement Administrator
c/o ILYM Group, Inc.
P. O. Box _____
Irvine, CA 9____

Si usted fue empleado durante el Período PAGA y remite una solicitud válida y oportuna de exclusión de la demanda colectiva, recibirá de todos modos la parte que le corresponda de las sanciones PAGA en función de la cantidad de períodos de pago que haya trabajado durante el Período PAGA, ya que no existe el derecho de excluirse de un acuerdo PAGA. Usted renunciará únicamente a las reclamaciones presentadas en la demanda por las sanciones PAGA correspondientes a las violaciones del Código Laboral de California.

14. Si no me excluyo del acuerdo, ¿puedo demandar a Kite por lo mismo más adelante?

No. A menos que se excluya de esta demanda, usted renuncia a cualquier derecho a demandar a Kite por las reclamaciones que se han resuelto en esta demanda. ***Si ya tiene una reclamación o demanda contra Kite, debe comunicarse con el abogado encargado de ese caso inmediatamente.*** Es necesario que solicite que se le excluya de esta demanda para poder mantener su propia demanda.

15. Si me excluyo de la demanda colectiva, ¿puedo recibir dinero del acuerdo?

No. Si se excluye, no recibirá ningún pago del acuerdo ni quedará obligado por las exoneraciones o la sentencia. Se distribuirá el pago del acuerdo que habría recibido usted entre los miembros participantes de la demanda colectiva. No obstante, si usted es un Miembro de PAGA, que trabajó en algún momento durante el Período PAGA (desde el 21 de diciembre de 2018 hasta el 19 de febrero de 2021), igualmente recibirá una parte de las Sanciones PAGA de \$2,500 en función de la cantidad de períodos de pago que haya trabajado durante el Período PAGA.

OBJETAR EL ACUERDO

16. ¿Cómo puedo comunicarle al tribunal que no estoy conforme con el acuerdo?

Si no le parece que el acuerdo es justo, puede presentar una objeción al acuerdo y explicarle al Tribunal por qué no está conforme con el acuerdo. No obstante, si solamente considera que se ha calculado mal su pago del acuerdo, o que la cantidad de semanas de trabajo no es correcta, siga el proceso previsto en el párrafo 10 para comunicárselo al administrador.

Su objeción escrita debe indicar el nombre y el número del caso: *Gutierrez v. Kite Electric Incorporated*, caso n° 30-2020-01133960. No olvide incluir su nombre completo, su dirección actual y su número de teléfono, además de los motivos específicos por los que tiene objeciones al acuerdo. Envíe su objeción por escrito, y cualquier documento que desee utilizar para justificar su objeción, a la dirección que se indica a continuación a más tardar el día _____ de 2022:

Kite Electric Class Action Administrator
ILYM Group, Inc.
P. O. Box _____,
Irvine, CA 9____

Puede asistir a la audiencia de aprobación definitiva, o su propio abogado, para discutir sus objeciones directamente con el Tribunal, sin necesidad de presentar una objeción por escrito. La audiencia de aprobación definitiva está fijada para el _____ de 2022 a las ____ p.m. en el departamento CX102 del Tribunal Superior del Condado de Orange.

Si desea mantener su derecho a presentar un recurso en caso de que se le deniegue la objeción, deberá presentar usted, o un abogado en su nombre, documentos formales ante el Tribunal que interponga el recurso antes de que se dicte la sentencia definitiva.

17. ¿Cuál es la diferencia entre presentar una objeción y solicitar que se me excluya de la demanda colectiva?

Presentar una objeción es informarle al tribunal que no está conforme con el acuerdo. Solo puede presentar una objeción si sigue formando parte de la demanda colectiva. Al solicitar excluirse de la demanda colectiva y del acuerdo, usted le comunica al tribunal que no quiere formar parte de la demanda colectiva ni del acuerdo. En caso de que solicite excluirse, no tendrá fundamentos para presentar ninguna objeción puesto que el caso ya no le afectará.

Si sigue formando parte de la demanda colectiva y presenta una objeción al acuerdo, el tribunal tomará en consideración sus objeciones al decidir si aprobará definitivamente el acuerdo. Si usted ha presentado oportunamente su objeción por escrito no es necesario que comparezca ante el tribunal para presentar su objeción.

No debe remitir al administrador del acuerdo una objeción por escrito y una solicitud de exclusión simultáneamente. En caso de que usted envíe de forma válida y oportuna una solicitud de exclusión **además de** una objeción por escrito, se aceptará su solicitud de exclusión y se rechazará su objeción.

LA AUDIENCIA DEFINITIVA DEL TRIBUNAL

18. ¿Cuándo y dónde decidirá el tribunal si se aprueba o no el acuerdo?

El Tribunal celebrará la audiencia de aprobación definitiva en el Departamento CX-102 del Tribunal Superior de California, Condado de Orange, Centro del Complejo Civil ubicado en 751 West Santa Ana Blvd., Santa Ana, California 92715 el _____ de 2022 a las ____ a.m. En esta audiencia, el Tribunal determinará si es conveniente aprobar definitivamente el Acuerdo como justo, razonable y adecuado. También se pedirá al Tribunal que apruebe la solicitud de los Abogados del Grupo de los honorarios de los abogados y los costos del litigio, el pago del Servicio del Representante de la Demanda Colectiva, y los honorarios y gastos del Administrador del Acuerdo.

Es posible que el Tribunal cambie la fecha de la Audiencia de Aprobación Definitiva sin necesidad de informar a los Miembros de la Demanda Colectiva. Sin embargo, los Miembros de la Demanda Colectiva que hayan presentado una objeción por escrito recibirán un aviso del Abogado de la Demanda Colectiva sobre cualquier cambio en la fecha y hora de la Audiencia de Aprobación Definitiva. En caso de que el Tribunal apruebe definitivamente el Acuerdo y dicte sentencia, la orden de aprobación del Acuerdo y de la sentencia del Tribunal podrá consultarse en el sitio web del Administrador, www._____.com.

19. ¿Debo comparecer en la audiencia de aprobación definitiva?

No. El abogado de la demanda colectiva responderá a cualquier pregunta que tenga el juez. Si usted presenta una objeción por escrito, no es necesario que comparezca ante el Tribunal para exponerla. Si envía su objeción

por escrito como se indica en el párrafo 16, el Tribunal la tendrá en cuenta. Asimismo, usted o su propio abogado, a su cargo, pueden presentarse en la audiencia y discutir sus objeciones con el Tribunal.

20. ¿Puedo comparecer y tomar la palabra en la audiencia de aprobación definitiva?

Sí, pero no puede intervenir en la Audiencia de Aprobación Definitiva si se ha excluido del Acuerdo.

CÓMO OBTENER INFORMACIÓN ADICIONAL

21. Si tengo alguna pregunta sobre el acuerdo, ¿a quién debo contactar?

Este Aviso no es más que un resumen del caso y del Acuerdo. Si desea obtener información más detallada, puede consultar una copia completa del acuerdo de conciliación, y cualquiera de los documentos presentados en la Demanda, en el Departamento de Presentaciones del Tribunal Superior del Condado de Orange, Centro del Complejo Civil ubicado en 751 West Santa Ana Blvd., Santa Ana, California, 92701 durante el horario de atención habitual del Tribunal.

También puede consultar los expedientes de los casos en línea en el sitio web del Tribunal Superior del Condado de Orange en <https://ocjustice.occourts.org/civilwebShoppingNS>. Una vez que haya leído la "Exención de responsabilidad de la información" del Tribunal y haya hecho clic en "Aceptar las condiciones", escriba el número de caso "01133960" y la casilla del año "2020", confirme que no es un robot y haga clic en "buscar". En el registro de demandas figuran los documentos presentados en este caso, y muchos de ellos pueden estar disponibles para su consulta pagando un precio mínimo.

También puede ponerse en contacto con los abogados del Demandante y de la Demanda Colectiva que se indican en el apartado 5 si tiene alguna pregunta sobre el Acuerdo. Asimismo, puede comunicarse con el Administrador del Acuerdo designado por el Tribunal llamando al número de teléfono gratuito [REDACTED] o escribiendo al administrador del acuerdo a: Kite Electric Class Action Administrator, ILYM Group, Inc., P. O. Box [REDACTED], Irvine, California 9 [REDACTED]

LE ROGAMOS QUE NO SE PONGA EN CONTACTO CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ O CON KITE ELECTRIC, SUS SUPERVISORES O ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

INFORMACIÓN ADICIONAL IMPORTANTE

A. **Kite está a favor del acuerdo** y no tomará represalias de ninguna manera contra los miembros de la demanda colectiva que no se excluyan del acuerdo y reciban un pago del mismo, ni contra quienes se excluyan del mismo.

B. **Usted es responsable de asegurarse de que el administrador del acuerdo** cuente con su dirección postal y número de teléfono actualizados. Los pagos del acuerdo se enviarán a la dirección que figura en sus registros.

C. **Los cheques de pago del acuerdo deberán cobrarse a la brevedad posible una vez recibidos.** Los cheques que no se hayan cobrado tras 180 días contados a partir de la fecha de emisión se remitirán a la División de Propiedad No Reclamada de la Secretaría de Estado de California, que lo gestionará en nombre del miembro de la demanda colectiva cuyo cheque se ha anulado. En caso de pérdida o extravío del cheque, comuníquese inmediatamente con el administrador del acuerdo para solicitar un reemplazo.

Tribunal Superior de California, Condado de Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Caso n° 30-2020-01133960-CU-OE-CXC

FICHA DE INFORMACIÓN DE EMPLEO

La dirección del miembro de la demanda colectiva que figura en los registros del administrador del acuerdo es:

Nombre: _____

Dirección: _____

Ciudad, estado, código postal: _____

Según los registros de Kite, la cantidad de semanas de trabajo que usted trabajó durante el período de la demanda colectiva (del 24 de febrero de 2016 al 19 de febrero de 2021) es _____.

La cantidad de períodos de pago que trabajó durante el período PAGA, (del 21 de diciembre de 2018 al 31 de diciembre de 2019) según los registros de Kite es _____.

De acuerdo con la información indicada anteriormente, se estima que, si no solicita que se le excluya de la demanda colectiva y del acuerdo, recibirá aproximadamente \$_____, menos los impuestos sobre la nómina que correspondan. El monto indicado es una estimación. Es posible que reciba una cantidad mayor o menor que la estimada, dependiendo de varios factores.

No es necesario que haga nada para recibir su parte del acuerdo. Se le enviará su parte del Acuerdo por correo a la dirección indicada anteriormente.

Si ha cambiado su dirección, o es diferente de la dirección indicada anteriormente, debe comunicárselo al administrador del acuerdo remitiendo el formulario de cambio de dirección adjunto al administrador del acuerdo en el sobre adjunto o a la dirección indicada que figura a continuación. Puede comunicarse con el administrador del acuerdo, sin costo alguno, para confirmar que ha recibido el formulario de cambio de dirección, llamando al 1-xxx-xxx-xxxx.

Nota importante: Le recomendamos encarecidamente que deposite o cobre inmediatamente su cheque al recibirlo. Se anularán los cheques que no se hayan cobrado después de 180 días y se enviarán a la División de Propiedad No Reclamada de la Secretaría de Estado de California para su gestión.

EXHIBIT F

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Diana M. Khoury (SBN 128643)

dkhoury@ckslaw.com

Jeff Geraci (SBN 151519)

jgeraci@ckslaw.com

605 C Street, Suite 200

San Diego, California 92101

Tel: (619) 595-3001/Facsimile: (619) 595-3000

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II (SBN 146621)

sahagii@aol.com

18250 Ventura Blvd.

Tarzana, California 91356

Tel: (818) 609-0807/Facsimile: (818) 609-0892

Attorneys for Plaintiff Manuel Gutierrez, on behalf of himself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MANUEL GUTIERREZ, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

KITE ELECTRIC INCORPORATED, a
California corporation; and DOES 1 through 10,
Inclusive,

Defendants.

CASE NO. 30-2020-01133960-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Peter J. Wilson
Department CX 102

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE, AND
SETTING FINAL APPROVAL HEARING**

Date: March 3, 2022
Time: 2:00 p.m.
Dept: CX 102
Judge: Hon. Peter J. Wilson

[Continued From: February 3, 2022]

1 This matter came on for hearing on March 3, 2022 in Department CX-102 of the above-captioned
2 Court on Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement
3 ("Motion").

4 The Court, having fully reviewed the Motion, the Memorandum of Points and Authorities In
5 Support, Declaration of Jeff Geraci of Cohelan Khoury & Singer, Declaration of Sahag Majarian II of
6 the Law Offices of Sahag Majarian II, the Stipulation of Class and Representative Action Settlement
7 And Release filed January 4, 2022, the Amendment to the Stipulation of Class and Representative
8 Action Settlement And Release and its exhibits filed February 22, 2022, (collectively, "Settlement
9 Agreement"), having carefully analyzed the Settlement Agreement and its exhibits, and in recognition
10 of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class
11 action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided
12 to all Class Members in accordance with due process requirements, and to set a Final Approval Hearing
13 to consider the good faith, fairness, adequacy and reasonableness of any proposed Settlement,
14 THE COURT MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

15 1. The Court conditionally finds, for the purpose of approving this settlement only, the
16 proposed Class meets the requirements for certification under California Code of Civil Procedure
17 section 382: (a) the proposed Class is ascertainable and so numerous joinder of all members of the class
18 is impracticable; (b) there are questions of law or fact common to the proposed Class, and a well-
19 defined community of interest among members of the proposed Class with respect to the subject matter
20 of the class action; (c) the claims of the Class Representative are typical of the claims of the proposed
21 Class Members; (d) the Class Representative has and will fairly and adequately protect the interests of
22 the Class Members; (e) a class action is superior to other available methods for efficient adjudication
23 of this controversy in the settlement context; and (f) counsel of record for the Class Representative are
24 qualified to serve as counsel for the Class.

25 2. The Court finds on a preliminary basis that the Settlement Agreement, attached to this
26 Order, incorporated by this reference in full, and made a part of this Order of preliminary approval,
27 appears to be within the range of reasonableness of a settlement which could ultimately be given final
28 approval by this Court.

3. It appears to the Court on a preliminary basis that: (a) the settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues and potential appeals; (b) significant investigation, research, and informal discovery have been conducted and counsel for the Parties are able to reasonably evaluate their respective positions; (c) settlement will avoid substantial costs, delay and risks presented by further prosecution of the Action; and (d) the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations facilitated by an experienced mediator at mediation and between the Parties.

4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary Approval of Class Action Settlement is GRANTED, and as a part of preliminary approval, the Court accepts and incorporates the Settlement Agreement and orders the Class be conditionally certified for settlement purposes only pursuant to the terms and conditions of the Agreement.

5. For purposes of the settlement of the Action, the Class is defined as: “all persons employed by Defendant as non-exempt electricians in the State of California at any time during the period from February 24, 2016 through February 19, 2021.”

6. The Court further finds the proposed Notice of Class Action Settlement (“Class Notice”), in English and Spanish, attached as Exhibit “1” to this Order, fairly and adequately advises Class Members of a) the pendency of the Class Action; b) the conditional certification of the Class for settlement purposes only; c) preliminary Court approval of the proposed Settlement; d) the date of the Final Approval Hearing; e) the terms of the proposed Settlement and benefits available to Class Members; f) their right to receive a proportionate share of the Net Settlement Amount without the need to return a claim form; g) their right to request exclusion from the Settlement and the procedures and deadline for doing so; h) their right to object to, or file documents in opposition to the Settlement, and the procedure for doing so; and i) their right to appear at the Final Approval hearing. The Court further finds that the Class Notice clearly comports with all constitutional requirements, including those of due process. Accordingly, good cause appearing, the Court APPROVES the Class Notice.

7. The Court further finds mailing of English and Spanish versions of the Class Notice, Change of Address Form, and pre-printed return envelope, (collectively, “Notice Packet”), to the last

1 known address of Class Members, as described in the Settlement Agreement, with measures taken for
2 verification of addresses and skip tracing set forth, is an effective method of notifying Class Members
3 of their rights with respect to the class action and Settlement. Accordingly, it is ORDERED, that:

4 A. ILYM Group, Inc., be appointed the Settlement Administrator to administer the
5 Settlement of this matter as more specifically set forth in the Settlement Agreement.

6 B. The law firms Cohelan Khoury & Singer and Law Office of Sahag Majarian II be
7 appointed as Class Counsel.

8 C. Plaintiff Manuel Gutierrez be appointed as the Class Representative.

9 D. Within fourteen (14) calendar days after entry of a Preliminary Approval Order,
10 Defendant shall transmit to the Settlement Administrator in a readable, ready to use electronic excel
11 format spreadsheet, the Class Data List.

12 E. Within ten (10) business days after receipt of the Class Data List, the Settlement
13 Administrator shall mail to each Class Member, in English and Spanish, Notice Packets by first class,
14 regular U.S. mail, using the most current mailing address information available, with measures taken
15 for updating an address as provided by the terms of the Settlement Agreement. The exterior of the
16 mailing envelope shall include the following language below the Administrator's address:

17 **IMPORTANT LEGAL DOCUMENT:**

18 **You may get Money from a Class Action Settlement; your prompt reply to
correct a BAD address is required.**

19 F. On or before forty-five (45) calendar days from the initial date the Settlement
20 Administrator first mails the Notice Packet to Class Members ("Response Deadline"), Class Members
21 who wish to exclude themselves from the Class must postmark and submit a written request for
22 exclusion in the manner set forth in the Class Notice by the Response Deadline. The Response Deadline
23 will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by
24 the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case
25 the Response Deadline will be the next day on which the U.S. Postal Service is open.

26 G. On or before the Response Deadline, Class Members who dispute the number of
27 Workweeks must postmark and submit a written explanation to the Settlement Administrator describing
28 why the Workweeks are incorrect, with any supporting information, as set forth in the Class Notice.

1 The Response Deadline will be extended fifteen (15) calendar days for any Class Member who is re-
2 mailed a Notice Packet by the Administrator, unless the 15th day falls on a Sunday or Federal holiday,
3 in which case the Response Deadline will be the next day on which the U.S. Postal Service is open.

4 H. On or before the Response Deadline, Class Members who wish to object to the
5 Settlement, may submit to the Settlement Administrator, a written Notice of Objection which includes
6 the specific reasons for the objection. Whether a written objection is submitted or not, Class Members
7 may appear at the time of the Final Approval Hearing to comment upon the Settlement. The Response
8 Deadline will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice
9 Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in
10 which case the Response Deadline will be the next day on which the U.S. Postal Service is open.

11 8. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before the
12 undersigned at ____ p.m. on _____, 2022, in Department CX-102 of the Superior Court for the
13 State of California, County of Orange located at the Civil Complex Center located at 751 West Santa
14 Ana Blvd., Santa Ana, California 92701, to consider the fairness, adequacy and reasonableness of the
15 proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to consider the
16 application for a Service Payment award to the Plaintiff/Class Representative, for Settlement
17 Administration expenses and for Class Counsel's Attorneys' Fees and Costs Payment. All briefs and
18 materials in support of an Order Granting Final Approval and Entering Judgment, the Service Payment,
19 Settlement Administration Payment, and Class Counsel's Attorneys' fees and Costs Payment costs
20 shall be filed with this Court on or before sixteen (16) court days prior to the scheduled hearing.

21 9. All proceedings in this matter, except those contemplated by the Settlement Agreement
22 or this Order, are stayed.

23 10. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing
24 from time to time without further notice to Class Members.

25 IT IS SO ORDERED.

26 Date: _____

Hon. Peter J. Wilson
Judge of the Superior Court

EXHIBIT 1

Superior Court of California, County of Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Case No. 30-2020-01133960-CU-OE-CXC

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: All persons employed by Kite Electric in California as a non-exempt electrician at any time during the period from February 24, 2016 through February 19, 2021 (the “Class” or “Class Members”).

If you are a Class Member, as described above, you are eligible for a payment from the Class Action Settlement. You do not need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your payment will be automatically mailed to you after the Court grants final approval of the Settlement. The amount of your Settlement Payment is shown on page 9 of this Notice. <u>NOTE:</u> You must keep a current address on file with the Settlement Administrator to ensure receipt of your check.
UPDATE YOUR ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice.)
EXCLUDE YOURSELF	If you do not wish to participate in the Settlement, you can exclude yourself from the Settlement and retain all rights you may have against Kite for the Class Claims. However, PAGA does not allow PAGA Members to exclude themselves, so if you exclude yourself from the Settlement, you will not receive a share of the Class funds, and will not release the Class claims, but you will still receive your share of the PAGA Payment, and will release only your PAGA claims.
OBJECT	Write to the Court if you think the Settlement is not fair. You may speak in Court about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

- **THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM**
- **DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE**

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BASIC INFORMATION

1. **Why did I get this Notice?**

You received this Notice because Kite Electric Incorporated's records show you worked for Kite as a non-exempt electrician in California sometime from February 24, 2016 through February 19, 2021.

The purpose of this Notice is to explain the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of Orange, and the case is known as *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960-CU-OE-CXC (the "Action").

2. **What is this Action about?**

On January 28, 2020, Plaintiff notified Kite Electric Incorporated ("Kite") and the Labor and Workforce Development Agency ("LWDA") of his intention to file a representative action against Kite, as an agent for the State of California and on behalf of all PAGA Members, alleging violation of several California Labor Code provisions and seeking civil penalties under the Private Attorneys General Act of 2004, ("PAGA", California Labor Code §2698, et seq). On February 24, 2020, Plaintiff filed a complaint on behalf of the Class, and on behalf of the State of California and PAGA Members, alleging that Kite did not provide Class Members all wages, including overtime wages due for all hours worked, and failed to provide legally compliant rest breaks, or compensation for missed rest breaks, and this caused inaccurate wage statements, and failure to timely pay all wages due when leaving employment.

Kite denies all allegations in the Action and contends it complied with California law at all times. The Settlement is not an admission of any wrongdoing by Kite or an indication any law was violated.

3. **Who are the Parties, Proposed Class Members, and PAGA Members in this Action?**

Plaintiff Manual Gutierrez was employed in California by Kite as a non-exempt electrician in Orange County, California from June to October 2019.

Kite Electric Incorporated, ("Kite") a California Corporation, is the Defendant.

Class Members are defined as all non-exempt electricians employed by Kite in California at any time from February 24, 2016 through February 19, 2021. There are an estimated 100 members of the Class.

PAGA Members, a subgroup of the Class, are defined as all non-exempt electricians employed by Kite in California at any time from December 21, 2018 through February 19, 2021. There are an estimated 71 PAGA Members.

4. **Why is this a Class Action?**

In a class action, one or more people called Class Representatives (in this case, Manual Gutierrez) sue on behalf of themselves and other people who they allege have similar claims. This group of people is called a "class." Each person receiving this notice is a "Class Member" for purposes of this Settlement.

5. Who are the attorneys for the Plaintiff and the Class?

COHELAN KHOURY & SINGER

Jeff Geraci / Diana M. Khoury
605 "C" Street, Suite 200
San Diego, California 92101-5305
Telephone: (619) 595-3001

LAW OFFICE OF SAHAG MAJARIAN, II

Sahag Majarian II
18250 Ventura Blvd.
Tarzana, California 91356
Telephone: (818) 609-0807

If you have questions regarding this Settlement, you should contact Plaintiff's Counsel or the Settlement Administrator. Do NOT contact the attorneys for Kite, its managers, or supervisors.

6. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Kite. There was no trial. Both sides agreed to settle the Action to avoid the cost and risks of a trial, and ensure Class Members get compensation from the Settlement.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

The proposed Settlement provides for a maximum settlement amount of **\$458,991** to fully and finally resolve all claims in the Action (referred to as the "Gross Settlement Amount"). The Gross Settlement Amount includes amounts already paid by Kite to Class Members of \$238,991 after Mr. Gutierrez filed charges against Kite on behalf of the State of California and all PAGA Members, and before the Parties agreed to a settlement of all claims described in this Notice. In addition to the prior amount paid, Kite will pay an additional maximum sum of \$220,000 from which Class Counsel will apply to the Court for: (1) attorneys' fees of up to one-third of the Gross Settlement; (2) litigation costs estimated to be \$9,500; (3) a Class Representative service payment of \$10,000 to Manual Gutierrez for his work, efforts and burdens in prosecuting the Action, and for undertaking the risks of a judgment for costs in the event of an unsuccessful outcome, and obtaining the benefits on behalf of the Class; (4) administration expenses estimated to be \$7,500, and (5) a payment to the California Labor Workforce and Development Agency, under PAGA of \$7,500 (75% of \$10,000) for the government's share of civil penalties alleged, and a payment of \$2,500 (25% of \$10,000) to be distributed proportionately to all PAGA Members based on the number of their Pay Periods worked during the PAGA Period.

The exact amount of attorneys' fees and litigation costs, Class Representative Service Payment, and Administration expenses will be determined by the Court at a Final Approval Hearing. The remaining portion of the Settlement, the "Net Settlement," estimated at \$30,003.00 will be apportioned and paid entirely to all Class Members who do not request to be excluded from the Settlement, ("Participating Class Member"), based on the number of Work Weeks worked anytime during the Class Period (February 24, 2016 to February 19, 2021).

8. How much will my Settlement Payment be?

The estimated amount of your Settlement Payment is shown on the Employment Information Sheet, page 9 of this Notice. It is based on the number of Work Weeks you worked during the Class Period. If you are a PAGA Member, your share of penalties will be based on the number of Pay Periods worked during the PAGA Period. The amount shown is an estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit. This Settlement Payment is in addition to the amount Kite paid to you in 2020.

HOW TO GET A SETTLEMENT PAYMENT

9. How can I get my Settlement Payment?

If you do nothing, you will automatically receive your Settlement Payment if the Court approves the Settlement at the Final Approval Hearing. You must, however, notify the Settlement Administrator of any change in your name or mailing address if your name, or address to which this Notice was mailed, is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your mailing address. Your Settlement Payment will be mailed to the last known address it has on file for you.** A Change of Address Form and preprinted return envelope are enclosed for your convenience. You may call the Settlement Administrator at 1-8xx-xxx-xxxx to confirm receipt of your Change of Address Form.

10. What do I do if I think my Number of Work Weeks and/or Pay Periods is wrong?

The amount of your Settlement Payment is based on the number of Work Weeks you worked during the Class Period and PAGA Penalties are based on the number of Pay Periods worked during the PAGA Period. The number of Work Weeks and Pay Periods shown on the Employment Information Sheet (on page 9), was obtained from Kite's records. If you believe this information is not correct, you may send a letter to the Settlement Administrator stating what you believe is the correct information. Your letter must be postmarked on or before _____, 2022 *[45 days after the initial mailing of the Notice Packet]*. You should include any documents or other information supporting your belief the information in the Employment Information Sheet is not correct. The Settlement Administrator will resolve any dispute about the number of Work Weeks and Pay Periods based on Kite's records and any information you provide, subject to the Court's review and final decision.

11. When can I expect to receive my Settlement Payment?

If you do not exclude yourself from the Settlement, and there are no objections submitted, your share of the Settlement will be mailed to you about 90 days after the Court grants final approval of the Settlement and enters judgment. ***Your share of the Settlement will be mailed to the address the Settlement Administrator has on file for you, which is the address this Notice was mailed to.*** Again, if this address is not right, or if you move after you receive this Notice, you must inform the Settlement Administrator by returning the enclosed Change of Address Form.

The Settlement Payment will be allocated 20% for wages, and 80% penalties and interest. Participating Class Members will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. The Administrator will issue an IRS W-2 for the amount of the wages and IRS 1099 forms for the penalties and interest together with your Settlement Payment. If checks remain uncashed after 180 days of issuance, the Settlement Administrator will place a stop payment on those checks and send the funds, in your name, to the State of California's Secretary of State, Unclaimed Property Division for further handling.

12. What am I giving up to get a Settlement Payment?

After the Court has approved the Settlement, unless you excluded yourself, you are staying in the Class and you can't sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal issues in this Action. You will be bound by the judgment in this Action and you will "give up" or release these claims:

Released Claims: All Class Members who do not return a valid and timely request for exclusion fully release and discharge Kite Electric Incorporated and its past, present, and future officers, directors, principals, heirs, joint employers, client employers, employees, agents, representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, partners, investors, shareholders, parent companies, subsidiaries, affiliates,

predecessors, successors, assigns, and joint venturers (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, damages, liens and/or actions or causes of action of any kind that were alleged in the Complaint, or that could have been alleged based on the same nucleus of operative facts, including any claims that have been or could have been alleged against the Released Parties, or any of them, arising out of the same nucleus of operative facts alleged in the Complaint, and including claims under California Labor Code sections 201, 202, 203, 226(a), 226(e), 226.7, 558, 1174, 1174.5, 1194, 1194.2, 2699, subd.(f), 2699.3, and the Wage Orders promulgated thereunder; and California Business & Professions Code section 17200 *et seq.* The Released Claims specifically exclude claims for workers’ compensation, unemployment insurance and state disability compensation, claims under the Employment Retirement Income Security Act of 1974, and claims for previously vested benefits under any Employer-sponsored benefits plan.

EXCLUDING YOURSELF FROM THE CLASS AND SETTLEMENT

13. **How do I get out of the Class and the Settlement?**

If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the Settlement for other reasons, you should exclude yourself from this case (that is, “opt out” of the Class and this Settlement). To opt out of the Class and Settlement, you must return a valid and timely written request for exclusion. Your request for exclusion must include: (a) the case name and case number; (b) your full name, current address, telephone number, and last four digits of your social security number; and (c) your signature. The request for exclusion should state in substance:

“I wish to be excluded from the case entitled *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960-CU-OE-CXC in the Superior Court of California, County of Orange and the Settlement. I understand by requesting to be excluded from the Class and Settlement, I will not receive a share of the Class settlement funds described in this Notice.”

Your request for exclusion letter must be mailed to the Settlement Administrator postmarked no later than _____, **2022** (*45 days of the initial mailing*) in the envelope provided or in a separate envelope addressed to:

Kite Electric Class Action Settlement Administrator
c/o ILYM Group, Inc.
P. O. Box _____
Irvine, CA 9____

If you were employed during the PAGA Period, and you return a valid and timely request for exclusion from the Class, you will still receive a share of the PAGA Penalties based on the number of Pay Periods you worked during the PAGA Period, because there is no right to opt out of a PAGA settlement. You will release only the claims alleged in the Action for PAGA penalties for violations of the California Labor Code.

14. **If I don’t exclude myself from the Settlement, can I sue Kite for the same thing later?**

No. Unless you exclude yourself from this Action, you give up any right to sue Kite for the claims settled in this Lawsuit. ***If you have a claim or lawsuit already against Kite, you must speak to your lawyer in that case immediately.*** You must ask to exclude yourself from this Lawsuit to continue your own lawsuit.

15. **If I exclude myself, can I get money from this Settlement?**

No. If you exclude yourself, you will not receive a Settlement Payment, and you will not be bound by the releases or Judgment. The Settlement Payment you would have received will be distributed to Participating

Class Members. But if you are a PAGA Member, employed sometime during the PAGA Period (December 21, 2018 through February 19, 2021), you will still receive a share of the \$2,500 PAGA Penalties based on the number of Pay Periods you worked during the PAGA Period.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you may object to the Settlement and tell the Court why you disagree with the Settlement. But if you only think your Settlement Payment was miscalculated, or the number of Work Weeks is wrong, please use the process in Paragraph 10 to notify the Administrator.

Your written objection to the Settlement should state the case name and number: *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960. Be sure to include your full name, current address and telephone number, and the specific reasons you object to the Settlement. Mail your written objection, and any documents you intend to use in support of your objection, to the address listed below, on or before _____, 2022 to:

Kite Electric Class Action Administrator
ILYM Group, Inc.
P. O. Box _____,
Irvine, CA 9____

You, or your lawyer at your expense, are welcome to attend the Final Approval Hearing to discuss your objections directly with the Court, without the need to return a written objection. The Final Approval Hearing is set for _____, 2022 at ____ p.m. in Dept. CX102 of the Orange County Superior Court.

If you wish to preserve your right to appeal if your objection is denied, you, or a lawyer on your behalf, must file formal papers with the Court intervening in the Action, before a final judgment is entered.

17. What's the difference between objecting and requesting to be excluded from the Action?

Objecting is telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded from the Class and the Settlement is telling the Court you don't want to be part of the Class and the Settlement. If you request to be excluded, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to the Settlement, the Court will consider your objections when deciding whether to grant final approval of the Settlement. If you have submitted a timely written objection, you do not need to appear to discuss the objection with the Court.

You should not return to the Settlement Administrator both an objection and a request for exclusion. In the event you return both a valid and timely request for exclusion, **and** a written objection, the valid and timely request for exclusion will be accepted, and your written objection will be rejected.

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing in Department CX-102 of the Superior Court of California, County of Orange, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California 92715 on _____, 2022 at ____ a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing. Should the Court grant Final Approval of the Settlement and Enter Judgment, the Court's Order approving the Settlement and Judgment may be viewed on the Administrator's website, www._____.com.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Judge may have. If you return a written objection, you do not have to come to Court to talk about it. If you mailed your written objection in the manner discussed in Paragraph 16, the Court will consider it. You or your own lawyer, at your own expense, are also welcome to come to the hearing and discuss your objections with the Court.

20. May I appear and speak at the Final Approval Hearing?

Yes, but you cannot speak at the Final Approval Hearing if you have excluded yourself from the Settlement.

GETTING MORE INFORMATION

21. Who can I contact if I have questions about the Settlement?

This Notice is only a summary of the case and the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any of the papers filed in the Action, at the Filing Department of the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California, 92701 during regular Court hours.

You may also examine case records online on the Orange County Superior Court's website, at <https://ocjustice.occourts.org/civilwebShoppingNS>. Once you've read the Court's "Information Disclaimer" and clicked "Accept Terms," type case number "01133960" and year field "2020," confirm you are not a robot and click "search." The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

You may also contact the attorneys for the Plaintiff and the Class who are listed above in Paragraph 5 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator by calling toll free at  or by writing to the Administrator at: Kite Electric Class Action Administrator, ILYM Group, Inc., P. O. Box _____, Irvine, California 9____

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR KITE ELECTRIC, ITS SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.

ADDITIONAL IMPORTANT INFORMATION

- A. **Kite supports the Settlement** and will not retaliate in any manner against any Class Member who stays in the Class and receives a Settlement Payment or requests to opt out of the Action.
- B. **It is your responsibility to ensure the Settlement Administrator** has your current mailing address and telephone number on file. This will be the address Settlement Payments will be mailed to.
- C. **Settlement Payment checks must be cashed soon after receipt.** Checks which are not cashed after 180 days of the date of issuance will be forwarded to California's Secretary of State Controller, Unclaimed Property Division for further handling on behalf of the Class Member whose check was voided. If your check is lost or misplaced, immediately contact the Settlement Administrator and request a replacement.

Superior Court of California, County of Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Case No. 30-2020-01133960-CU-OE-CXC

EMPLOYMENT INFORMATION SHEET

Class Member's Address on File with the Settlement Administrator:

Name: _____

Address: _____

City, State, Zip Code: _____

The number of Work Weeks you worked during the Class Period (February 24, 2016 to February 19, 2021) according to Kite's records is _____.

The number of Pay Periods you worked during the PAGA Period, (December 21, 2018 to December 31, 2019) according to Kite's records is _____.

Based on the information above, it is estimated that if you do not request exclusion from the Class and Settlement, you will receive an estimated \$_____, less applicable payroll taxes. The amount shown is an estimate. The actual amount you receive may be more or less than the estimate shown, depending on a number of factors.

You do not have to take any action to receive your share of the Settlement. Your share of the Settlement will be mailed to you at the address shown above.

If your address has changed, or is different than the address shown above, you must notify the Settlement Administrator by returning the enclosed Change of Address Form to the Settlement Administrator in the enclosed envelope or at the address shown below. You may contact the Settlement Administrator, toll-free, to confirm receipt of the Change of Address Form at 1-xxx-xxx-xxxx.

Please Note: It is highly recommended you immediately deposit or cash your check when you receive it. It will be voided after 180 days and funds represented by uncashed checks will be forwarded to California's Secretary of State, Controller, Unclaimed Property Division for further handling.

Certification of Translation Accuracy

Translation of **Notice of Class Action Settlement** from **English** to **Spanish**

As an authorized representative of RushTranslate, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified and competent professional translator, fluent in the above-mentioned language pair and that, in my best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

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A copy of the translation is attached to this certification.



Mike Bortscheller
Authorized Representative
Order Date: February 18, 2022

RushTranslate
640 South Fourth St
Suite 300
Louisville, KY 40202
United States



Tribunal Superior de California, Condado de Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Caso n° 30-2020-01133960-CU-OE-CXC

*Este aviso ha sido autorizado por un tribunal. Esto no es publicidad.
Esto no se trata de una demanda en su contra y no se le está demandando a usted.
No obstante, independientemente de que actúe o no, sus derechos legales se verán afectados.*

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Para: Todas las personas empleadas por Kite Electric en California como electricistas no exentos en cualquier momento del período comprendido entre el 25 de febrero de 2016 y el 19 de febrero de 2021 (la “Demanda Colectiva” o los “Miembros de la Demanda Colectiva”).

Si usted es miembro de la demanda colectiva, como se indica anteriormente, usted tiene derecho a recibir un pago del acuerdo de la demanda colectiva. No es necesario que devuelva un formulario de reclamación.

LE ROGAMOS QUE LEA ESTE AVISO DETENIDAMENTE.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
NO HACER NADA	No es necesario que haga nada para recibir su pago del acuerdo. Le enviaremos su pago por correo automáticamente una vez que el tribunal apruebe definitivamente este acuerdo. El monto de su pago del acuerdo se indica en la página 9 de este aviso. <u>NOTA:</u> es necesario que su dirección esté actualizada en los registros del administrador del acuerdo para asegurar que usted reciba su cheque.
ACTUALIZAR SU DIRECCIÓN	Actualice su información personal ante el administrador del acuerdo para que su pago del acuerdo se envíe a la dirección correcta. (En este aviso se adjuntan un formulario de cambio de dirección y un sobre de devolución).
EXCLUIRSE DEL ACUERDO	Se puede excluir del acuerdo si no quiere participar en él y conservará todos los derechos que pueda tener contra Kite en relación con las reclamaciones de la demanda colectiva. Sin embargo, PAGA no permite la exclusión de los Miembros de PAGA, por lo que al excluirse del acuerdo no recibirá su parte de los fondos de la demanda colectiva y no descargará las reclamaciones de la demanda colectiva, pero sí recibirá su parte del pago de PAGA y descargará únicamente las reclamaciones de PAGA.
PRESENTAR UNA OBJECIÓN	Si considera que el acuerdo no es justo, puede escribir al Tribunal. Si lo desea, puede pronunciarse ante el Tribunal sobre los motivos por los que considera que el Acuerdo no es justo. <u>NOTA:</u> No puede presentar una objeción si pide excluirse del Acuerdo.

- **EN ESTE AVISO SE EXPONEN SUS DERECHOS Y LOS PLAZOS PARA EJERCERLOS**
- **EL DEMANDADO ESTÁ A FAVOR DEL ACUERDO Y NO TOMARÁ REPRESALIAS CONTRA LOS MIEMBROS DE LA DEMANDA COLECTIVA POR EJERCER LOS DERECHOS CONTENIDOS EN ESTE AVISO**

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INFORMACIÓN BÁSICA

1. ¿Por qué recibí este aviso?

Usted recibió este aviso porque según los registros de Kite Electric Incorporated usted estuvo empleado por Kite como electricista no exento en California en cualquier momento comprendido entre el 24 de febrero de 2016 y el 19 de febrero de 2021.

Este aviso tiene como objetivo explicar la demanda, el acuerdo, sus derechos legales, los beneficios disponibles, quiénes califican para recibirlos y cómo obtenerlos.

El Tribunal a cargo del caso es el Tribunal Superior del Estado de California, Condado de Orange, y el caso se titula *Gutierrez v. Kite Electric Incorporated*, Caso n° 30-2020-01133960-CU-OE-CXC (la "Demanda").

2. ¿De qué trata esta demanda?

El 28 de enero de 2020, el Demandante informó a Kite Electric Incorporated ("Kite") y a la Agencia de Desarrollo Laboral ("LWDA") sobre su intención de presentar una demanda representativa contra Kite, como representante del Estado de California y en nombre de todos los Miembros de PAGA, alegando el incumplimiento de varias disposiciones del Código Laboral de California y solicitando sanciones civiles en virtud de la Ley de Abogados Generales Privados de 2004, ("PAGA", Código Laboral de California §2698, y siguientes). El 24 de febrero de 2020, el Demandante presentó una demanda en nombre del Colectivo, y en nombre del Estado de California y de los Miembros de PAGA, en la que se alega que Kite no proporcionó a los Miembros de la Demanda Colectiva todos los salarios, entre ellos los salarios por horas extras correspondientes a todas las horas de trabajo, y no concedió las pausas de descanso estipuladas por la ley, ni la indemnización por los descansos no realizados, por lo que las declaraciones salariales son inexactas, y no se pagaron oportunamente todos los salarios adeudados al finalizar el empleo.

Por su parte, Kite desmiente todas las acusaciones de la Demanda y señala que en todo momento ha cumplido con las leyes de California. El Acuerdo no constituye el reconocimiento de ninguna irregularidad por parte de Kite ni constituye indicios de que se haya violado ninguna ley.

3. ¿Quiénes son las partes, los miembros de la demanda colectiva propuesta y los miembros PAGA en esta demanda?

El demandante Manuel Gutiérrez fue empleado en California por Kite como electricista no exento en el Condado de Orange, California, de junio a octubre de 2019.

El Demandado es Kite Electric Incorporated, ("Kite") una sociedad de California.

Los miembros de la demanda colectiva son todos los electricistas no exentos empleados por Kite en California en cualquier momento entre el 24 de febrero de 2016 y el 19 de febrero de 2021. Se estima que los miembros de la demanda colectiva ascienden a aproximadamente 100.

Los Miembros de PAGA, un subgrupo de la Demanda Colectiva, son todos los electricistas no exentos empleados por Kite en California en cualquier momento entre el 21 de diciembre de 2018 y el 19 de febrero de 2021. Se estima que los miembros de PAGA ascienden a 71.

4. ¿Por qué esta es una demanda colectiva?

En una demanda colectiva, una o más personas a las que se denomina representantes del colectivo (en este caso, Manuel Gutiérrez) demandan en su propio nombre y en el de otras personas que, a su juicio, tienen reclamaciones similares. Este grupo de personas se denomina "colectivo". Todas las personas que han recibido este aviso son "miembros de la demanda colectiva" a los efectos de este acuerdo.

5. ¿Quiénes son los abogados que representan al Demandado y a los Demandantes?

COHELAN KHOURY & SINGER

Jeff Geraci / Diana M. Khoury
605 "C" Street, Suite 200
San Diego, California 92101-5305
Teléfono: (619) 595-3001

LAW OFFICE OF SAHAG MAJARIAN, II

Sahag Majarian II
18250 Ventura Blvd.
Tarzana, California 91356
Teléfono: (818) 609-0807

Si tiene preguntas sobre este Acuerdo, póngase en contacto con el abogado de los demandantes o con el administrador del Acuerdo. NO se comunique con los abogados de Kite, sus gerentes o supervisores.

6. ¿Por qué se ha llegado a un acuerdo?

El Tribunal no se ha pronunciado a favor del demandante ni de Kite. No ha habido juicio. Ambas partes decidieron llegar a un acuerdo sobre la demanda para evitar los costos y los riesgos de un juicio, y garantizar que los miembros de la demanda colectiva reciban una compensación del acuerdo.

CONDICIONES DEL ACUERDO

7. ¿Cuál es el monto del acuerdo?

El Acuerdo propuesto establece un monto máximo de acuerdo de **\$458,991** para resolver por completo y de forma definitiva todas las reclamaciones en la Demanda (denominado el "Monto Bruto del Acuerdo"). El Monto Bruto del Acuerdo incluye los montos que Kite ya ha pagado a los Miembros de la Demanda Colectiva, que ascienden a \$238,991, después de que el Sr. Gutiérrez presentara las acusaciones contra Kite en nombre del Estado de California y de todos los Miembros de PAGA, y antes de que las Partes llegaran a un acuerdo sobre todas las reclamaciones contempladas en este Aviso. Además de la cantidad pagada anteriormente, Kite pagará una suma máxima adicional de \$220,000 de la cual los Abogados de la Demanda Colectiva solicitarán al Tribunal: (1) los honorarios de los abogados de hasta un tercio del Acuerdo Bruto; (2) los costos del litigio estimados en \$9,500; (3) un pago por servicios al Representante de la Demanda Colectiva de \$10,000 otorgado a Manuel Gutierrez por su trabajo, esfuerzos y esfuerzos en la interposición de la Demanda, y por asumir los riesgos de una sentencia por costos en caso de un resultado infructuoso, y por obtener los beneficios en nombre de la Demanda Colectiva; (4) gastos de administración estimados en \$7,500, y (5) un pago a la Agencia de Fuerza Laboral y Desarrollo de California, en virtud de PAGA de \$7,500 (75% de \$10,000) por la parte del gobierno de las sanciones civiles alegadas, y un pago de \$2,500 (25% de \$10,000) que se distribuirá proporcionalmente a todos los Miembros de PAGA en función de su cantidad de Períodos de Pago trabajados durante el Período PAGA.

El Tribunal determinará el monto exacto de los honorarios de los abogados y los costos del litigio, el pago por servicios del representante de la demanda colectiva y los gastos de administración en una audiencia de aprobación definitiva. La parte restante del Acuerdo, el "Acuerdo Neto", que se estima en \$30,003.00, se prorrateará y se pagará en su totalidad a todos los Miembros de la Demanda Colectiva que no soliciten excluirse del Acuerdo, ("Miembro participante de la Demanda Colectiva"), en función de la cantidad de Semanas

Laborales que hayan trabajado en cualquier momento durante el Período de la Demanda Colectiva (del 24 de febrero de 2016 al 19 de febrero de 2021).

8. ¿Cuál será el monto de mi pago del acuerdo?

El monto estimado de su Pago del Acuerdo se indica en la ficha de información sobre el empleo, en la página 9 de este aviso. Este monto se basa en la cantidad de Semanas de Trabajo que usted trabajó durante el Período de la Demanda Colectiva. Si usted es un Miembro de PAGA, su parte de las sanciones se basará en la cantidad de Períodos de Pago que haya trabajado durante el Período de PAGA. El monto que se indica es una estimación. La cantidad que usted reciba realmente puede ser mayor o menor que la cantidad estimada que se indica, dependiendo de una serie de factores, incluyendo si otros Miembros de la Demanda Colectiva solicitan que se les excluya del Acuerdo y la cantidad que el Tribunal apruebe en concepto de honorarios de abogados, gastos de litigio y otros costos de la demanda. Este pago del Acuerdo es adicional a la cantidad que Kite ha pagado a usted en 2020.

CÓMO RECIBIR UN PAGO DEL ACUERDO

9. ¿Cómo puedo recibir mi pago del acuerdo?

Si no hace nada, recibirá automáticamente su Pago del Acuerdo cuando el Tribunal apruebe el Acuerdo en la Audiencia de Aprobación Definitiva. Sin embargo, debe informar al Administrador del Acuerdo sobre cualquier cambio respecto a su nombre o dirección postal en caso de que el nombre o la dirección a la que se envió este Aviso no sean correctos. **Usted es responsable de que el Administrador del Acuerdo esté informado de cualquier cambio en su dirección postal. Su pago del Acuerdo se enviará a la última dirección conocida que tenga registrada el Administrador del Acuerdo.** Para su comodidad, se adjuntan un formulario de cambio de dirección y un sobre de devolución preimpreso. Si lo desea, puede llamar al Administrador del Acuerdo al 1-8xx-xxx-xxxx para confirmar que ha recibido su formulario de cambio de dirección.

10. ¿Qué debo hacer si considero que la cantidad de semanas de trabajo y/o periodos de pago no es correcta?

El monto de su Pago del Acuerdo se basa en la cantidad de semanas de trabajo que usted trabajó durante el período de la demanda colectiva y las sanciones de PAGA se basan en la cantidad de períodos de pago que trabajó durante el período de PAGA. La cantidad de Semanas de Trabajo y Períodos de Pago que se indican en la Hoja de Información de Empleo (en la página 9), se obtuvo de los registros de Kite. Si usted considera que esta información no es correcta, puede enviar una carta al Administrador del Acuerdo indicando la información que usted considera correcta. Su carta debe llevar matasellos a más tardar el día _____ de 2022 [*45 días contados a partir de la fecha original de envío del paquete de aviso*]. Debe incluir cualquier documento u otra información en que se fundamente su convicción de que la información de la ficha de información sobre el empleo no es correcta. El Administrador del Acuerdo decidirá cualquier controversia sobre la cantidad de Semanas de Trabajo y Períodos de Pago según los registros de Kite y cualquier información que usted proporcione, a reserva de la revisión y decisión definitiva del Tribunal.

11. ¿Cuándo puedo esperar recibir mi pago del acuerdo?

Si no se excluye del Acuerdo y no hay objeciones, se le enviará su parte del Acuerdo aproximadamente 90 días a partir de la aprobación definitiva del Acuerdo y la sentencia por parte del Tribunal. ***Su parte del acuerdo se enviará por correo a la dirección que tiene registrada el administrador del acuerdo, que es la dirección a la que se ha enviado este aviso.*** De nuevo, si esta dirección no es la correcta, o si se muda después de recibir este

aviso, deberá informar al Administrador del Acuerdo remitiéndole el formulario de cambio de dirección que se adjunta.

Se asignará un 20% del pago del Acuerdo en concepto de salarios, y un 80% en concepto de multas e intereses. Los miembros participantes de la demanda colectiva tendrán la responsabilidad de clasificar correctamente este pago a efectos fiscales y de pagar los impuestos correspondientes, si los hubiera. El Administrador emitirá un formulario W-2 del IRS por el monto de los salarios y formularios 1099 del IRS por las multas e intereses junto con su pago del Acuerdo. En caso de que los cheques no se hayan cobrado transcurridos 180 días desde su fecha de emisión, el Administrador del Acuerdo suspenderá el pago de dichos cheques y enviará los fondos, a su nombre, a la División de Propiedad No Reclamada de la Secretaría de Estado de California para su gestión posterior.

12. ¿A qué estoy renunciando para recibir un pago del acuerdo?

Una vez que el Tribunal haya aprobado el Acuerdo, a menos que usted se excluya, continuará formando parte de la demanda colectiva y no podrá demandar, seguir demandando o ser parte de ningún otro juicio contra el Demandado en relación con las cuestiones legales planteadas en esta Demanda. Usted quedará obligado por la sentencia en esta Demanda y "renunciará" o liberará estas reclamaciones:

Reclamaciones liberadas: Todos los miembros de la demanda colectiva que no remitan una solicitud de exclusión válida y oportuna liberan y exoneran completamente a Kite Electric Incorporated y a sus funcionarios, directores, directores, herederos, empleadores conjuntos, empleadores clientes, empleados, agentes, representantes, contables, auditores, abogados, consultores, aseguradores, reaseguradores, socios, inversores, accionistas, empresas matrices, subsidiarias, afiliadas, predecesores, sucesores, cesionarios y empresas conjuntas ("Partes exoneradas") de todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, daños y perjuicios, gravámenes y/o acciones o causas de acción de cualquier tipo que se alegaron en la Demanda, o que podrían haberse alegado en función del mismo núcleo de hechos operativos, incluyendo todas las reclamaciones que se han alegado o podrían haberse alegado contra las Partes Exoneradas, o cualquiera de ellas, derivadas del mismo núcleo de hechos operativos alegados en la Demanda, e incluyendo las reclamaciones en virtud de los artículos 201, 202, 203, 226(a), 226(e), 226 del Código Laboral de California. 7, 558, 1174, 1174.5, 1194, 1194.2, 2699, subdivisión (f), 2699.3, y las Órdenes salariales promulgadas en virtud de las mismas; y la sección 17200 y siguientes del Código de Negocios y Profesiones de California. Las Reclamaciones Exoneradas excluyen específicamente las reclamaciones por compensación de trabajadores, seguro de desempleo y compensación estatal por discapacidad, reclamaciones en virtud de la Ley de Seguridad de Ingresos de Jubilación de 1974, y reclamaciones por beneficios previamente adquiridos en virtud de cualquier plan de beneficios patrocinado por el Empleador.

CÓMO EXCLUIRSE DE LA DEMANDA Y DEL ACUERDO

13. ¿Cómo puedo excluirme de la demanda colectiva y del acuerdo?

Si desea entablar una demanda por separado, con un abogado distinto a su cargo, o no desea participar en el acuerdo por otras razones, debe excluirse de este caso (es decir, excluirse de la demanda colectiva y de este acuerdo). Para excluirse de la demanda colectiva y del acuerdo, debe remitir una solicitud de exclusión válida y oportuna por escrito. Su solicitud de exclusión debe incluir (a) el nombre y número del caso; (b) su nombre completo, dirección actual, número de teléfono y los últimos cuatro dígitos de su número de seguridad social; y (c) su firma. La solicitud de exclusión debe indicar básicamente lo siguiente:

“Yo deseo que se me excluya del caso titulado *Gutierrez v. Kite Electric Incorporated*, caso n° 30-2020-01133960-CU-OE-CXC del Tribunal Superior de California, Condado de Orange y del acuerdo.

Entiendo que al solicitar que se me excluya de la demanda colectiva y del acuerdo no recibiré una parte de los fondos del acuerdo que se indican en este aviso.”

Debe enviar su carta de solicitud de exclusión al administrador del acuerdo con matasellos postal a más tardar el _____ de 2022 (45 días a partir de la fecha de envío inicial) dentro del sobre adjunto o en un sobre aparte dirigido a:

Kite Electric Class Action Settlement Administrator
c/o ILYM Group, Inc.
P. O. Box _____
Irvine, CA 9____

Si usted fue empleado durante el Período PAGA y remite una solicitud válida y oportuna de exclusión de la demanda colectiva, recibirá de todos modos la parte que le corresponda de las sanciones PAGA en función de la cantidad de períodos de pago que haya trabajado durante el Período PAGA, ya que no existe el derecho de excluirse de un acuerdo PAGA. Usted renunciará únicamente a las reclamaciones presentadas en la demanda por las sanciones PAGA correspondientes a las violaciones del Código Laboral de California.

14. Si no me excluyo del acuerdo, ¿puedo demandar a Kite por lo mismo más adelante?

No. A menos que se excluya de esta demanda, usted renuncia a cualquier derecho a demandar a Kite por las reclamaciones que se han resuelto en esta demanda. ***Si ya tiene una reclamación o demanda contra Kite, debe comunicarse con el abogado encargado de ese caso inmediatamente.*** Es necesario que solicite que se le excluya de esta demanda para poder mantener su propia demanda.

15. Si me excluyo de la demanda colectiva, ¿puedo recibir dinero del acuerdo?

No. Si se excluye, no recibirá ningún pago del acuerdo ni quedará obligado por las exoneraciones o la sentencia. Se distribuirá el pago del acuerdo que habría recibido usted entre los miembros participantes de la demanda colectiva. No obstante, si usted es un Miembro de PAGA, que trabajó en algún momento durante el Período PAGA (desde el 21 de diciembre de 2018 hasta el 19 de febrero de 2021), igualmente recibirá una parte de las Sanciones PAGA de \$2,500 en función de la cantidad de períodos de pago que haya trabajado durante el Período PAGA.

OBJETAR EL ACUERDO

16. ¿Cómo puedo comunicarle al tribunal que no estoy conforme con el acuerdo?

Si no le parece que el acuerdo es justo, puede presentar una objeción al acuerdo y explicarle al Tribunal por qué no está conforme con el acuerdo. No obstante, si solamente considera que se ha calculado mal su pago del acuerdo, o que la cantidad de semanas de trabajo no es correcta, siga el proceso previsto en el párrafo 10 para comunicárselo al administrador.

Su objeción escrita debe indicar el nombre y el número del caso: *Gutierrez v. Kite Electric Incorporated*, caso n° 30-2020-01133960. No olvide incluir su nombre completo, su dirección actual y su número de teléfono, además de los motivos específicos por los que tiene objeciones al acuerdo. Envíe su objeción por escrito, y cualquier documento que desee utilizar para justificar su objeción, a la dirección que se indica a continuación a más tardar el día _____ de 2022:

Kite Electric Class Action Administrator
ILYM Group, Inc.
P. O. Box _____,
Irvine, CA 9____

Puede asistir a la audiencia de aprobación definitiva, o su propio abogado, para discutir sus objeciones directamente con el Tribunal, sin necesidad de presentar una objeción por escrito. La audiencia de aprobación definitiva está fijada para el _____ de 2022 a las ____ p.m. en el departamento CX102 del Tribunal Superior del Condado de Orange.

Si desea mantener su derecho a presentar un recurso en caso de que se le deniegue la objeción, deberá presentar usted, o un abogado en su nombre, documentos formales ante el Tribunal que interponga el recurso antes de que se dicte la sentencia definitiva.

17. ¿Cuál es la diferencia entre presentar una objeción y solicitar que se me excluya de la demanda colectiva?

Presentar una objeción es informarle al tribunal que no está conforme con el acuerdo. Solo puede presentar una objeción si sigue formando parte de la demanda colectiva. Al solicitar excluirse de la demanda colectiva y del acuerdo, usted le comunica al tribunal que no quiere formar parte de la demanda colectiva ni del acuerdo. En caso de que solicite excluirse, no tendrá fundamentos para presentar ninguna objeción puesto que el caso ya no le afectará.

Si sigue formando parte de la demanda colectiva y presenta una objeción al acuerdo, el tribunal tomará en consideración sus objeciones al decidir si aprobará definitivamente el acuerdo. Si usted ha presentado oportunamente su objeción por escrito no es necesario que comparezca ante el tribunal para presentar su objeción.

No debe remitir al administrador del acuerdo una objeción por escrito y una solicitud de exclusión simultáneamente. En caso de que usted envíe de forma válida y oportuna una solicitud de exclusión **además de** una objeción por escrito, se aceptará su solicitud de exclusión y se rechazará su objeción.

LA AUDIENCIA DEFINITIVA DEL TRIBUNAL

18. ¿Cuándo y dónde decidirá el tribunal si se aprueba o no el acuerdo?

El Tribunal celebrará la audiencia de aprobación definitiva en el Departamento CX-102 del Tribunal Superior de California, Condado de Orange, Centro del Complejo Civil ubicado en 751 West Santa Ana Blvd., Santa Ana, California 92715 el _____ de 2022 a las ____ a.m. En esta audiencia, el Tribunal determinará si es conveniente aprobar definitivamente el Acuerdo como justo, razonable y adecuado. También se pedirá al Tribunal que apruebe la solicitud de los Abogados del Grupo de los honorarios de los abogados y los costos del litigio, el pago del Servicio del Representante de la Demanda Colectiva, y los honorarios y gastos del Administrador del Acuerdo.

Es posible que el Tribunal cambie la fecha de la Audiencia de Aprobación Definitiva sin necesidad de informar a los Miembros de la Demanda Colectiva. Sin embargo, los Miembros de la Demanda Colectiva que hayan presentado una objeción por escrito recibirán un aviso del Abogado de la Demanda Colectiva sobre cualquier cambio en la fecha y hora de la Audiencia de Aprobación Definitiva. En caso de que el Tribunal apruebe definitivamente el Acuerdo y dicte sentencia, la orden de aprobación del Acuerdo y de la sentencia del Tribunal podrá consultarse en el sitio web del Administrador, www._____.com.

19. ¿Debo comparecer en la audiencia de aprobación definitiva?

No. El abogado de la demanda colectiva responderá a cualquier pregunta que tenga el juez. Si usted presenta una objeción por escrito, no es necesario que comparezca ante el Tribunal para exponerla. Si envía su objeción

por escrito como se indica en el párrafo 16, el Tribunal la tendrá en cuenta. Asimismo, usted o su propio abogado, a su cargo, pueden presentarse en la audiencia y discutir sus objeciones con el Tribunal.

20. ¿Puedo comparecer y tomar la palabra en la audiencia de aprobación definitiva?

Sí, pero no puede intervenir en la Audiencia de Aprobación Definitiva si se ha excluido del Acuerdo.

CÓMO OBTENER INFORMACIÓN ADICIONAL

21. Si tengo alguna pregunta sobre el acuerdo, ¿a quién debo contactar?

Este Aviso no es más que un resumen del caso y del Acuerdo. Si desea obtener información más detallada, puede consultar una copia completa del acuerdo de conciliación, y cualquiera de los documentos presentados en la Demanda, en el Departamento de Presentaciones del Tribunal Superior del Condado de Orange, Centro del Complejo Civil ubicado en 751 West Santa Ana Blvd., Santa Ana, California, 92701 durante el horario de atención habitual del Tribunal.

También puede consultar los expedientes de los casos en línea en el sitio web del Tribunal Superior del Condado de Orange en <https://ocjustice.occourts.org/civilwebShoppingNS>. Una vez que haya leído la "Exención de responsabilidad de la información" del Tribunal y haya hecho clic en "Aceptar las condiciones", escriba el número de caso "01133960" y la casilla del año "2020", confirme que no es un robot y haga clic en "buscar". En el registro de demandas figuran los documentos presentados en este caso, y muchos de ellos pueden estar disponibles para su consulta pagando un precio mínimo.

También puede ponerse en contacto con los abogados del Demandante y de la Demanda Colectiva que se indican en el apartado 5 si tiene alguna pregunta sobre el Acuerdo. Asimismo, puede comunicarse con el Administrador del Acuerdo designado por el Tribunal llamando al número de teléfono gratuito [REDACTED] o escribiendo al administrador del acuerdo a: Kite Electric Class Action Administrator, ILYM Group, Inc., P. O. Box [REDACTED], Irvine, California 9 [REDACTED]

LE ROGAMOS QUE NO SE PONGA EN CONTACTO CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ O CON KITE ELECTRIC, SUS SUPERVISORES O ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

INFORMACIÓN ADICIONAL IMPORTANTE

A. **Kite está a favor del acuerdo** y no tomará represalias de ninguna manera contra los miembros de la demanda colectiva que no se excluyan del acuerdo y reciban un pago del mismo, ni contra quienes se excluyan del mismo.

B. **Usted es responsable de asegurarse de que el administrador del acuerdo** cuente con su dirección postal y número de teléfono actualizados. Los pagos del acuerdo se enviarán a la dirección que figura en sus registros.

C. **Los cheques de pago del acuerdo deberán cobrarse a la brevedad posible una vez recibidos.** Los cheques que no se hayan cobrado tras 180 días contados a partir de la fecha de emisión se remitirán a la División de Propiedad No Reclamada de la Secretaría de Estado de California, que lo gestionará en nombre del miembro de la demanda colectiva cuyo cheque se ha anulado. En caso de pérdida o extravío del cheque, comuníquese inmediatamente con el administrador del acuerdo para solicitar un reemplazo.

Tribunal Superior de California, Condado de Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Caso n° 30-2020-01133960-CU-OE-CXC

FICHA DE INFORMACIÓN DE EMPLEO

La dirección del miembro de la demanda colectiva que figura en los registros del administrador del acuerdo es:

Nombre: _____

Dirección: _____

Ciudad, estado, código postal: _____

Según los registros de Kite, la cantidad de semanas de trabajo que usted trabajó durante el período de la demanda colectiva (del 24 de febrero de 2016 al 19 de febrero de 2021) es _____.

La cantidad de períodos de pago que trabajó durante el período PAGA, (del 21 de diciembre de 2018 al 31 de diciembre de 2019) según los registros de Kite es _____.

De acuerdo con la información indicada anteriormente, se estima que, si no solicita que se le excluya de la demanda colectiva y del acuerdo, recibirá aproximadamente \$_____, menos los impuestos sobre la nómina que correspondan. El monto indicado es una estimación. Es posible que reciba una cantidad mayor o menor que la estimada, dependiendo de varios factores.

No es necesario que haga nada para recibir su parte del acuerdo. Se le enviará su parte del Acuerdo por correo a la dirección indicada anteriormente.

Si ha cambiado su dirección, o es diferente de la dirección indicada anteriormente, debe comunicárselo al administrador del acuerdo remitiendo el formulario de cambio de dirección adjunto al administrador del acuerdo en el sobre adjunto o a la dirección indicada que figura a continuación. Puede comunicarse con el administrador del acuerdo, sin costo alguno, para confirmar que ha recibido el formulario de cambio de dirección, llamando al 1-xxx-xxx-xxxx.

Nota importante: Le recomendamos encarecidamente que deposite o cobre inmediatamente su cheque al recibirlo. Se anularán los cheques que no se hayan cobrado después de 180 días y se enviarán a la División de Propiedad No Reclamada de la Secretaría de Estado de California para su gestión.

EXHIBIT 2

Superior Court of California, County of Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Case No. 30-2020-01133960-CU-OE-CXC

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: All persons employed by Kite Electric in California as a non-exempt electrician at any time during the period from February 24, 2016 through February 19, 2021 (the “Class” or “Class Members”).

If you are a Class Member, as described above, you are eligible for a payment from the Class Action Settlement. You do not need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your payment will be automatically mailed to you after the Court grants final approval of the Settlement. The amount of your Settlement Payment is shown on page 9 of this Notice. <u>NOTE:</u> You must keep a current address on file with the Settlement Administrator to ensure receipt of your check.
UPDATE YOUR ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice.)
EXCLUDE YOURSELF	If you do not wish to participate in the Settlement, you can exclude yourself from the Settlement and retain all rights you may have against Kite for the Class Claims. However, PAGA does not allow PAGA Members individuals to exclude themselves, so if you exclude yourself from the Settlement, you will not receive a share of the Class funds, and will not release the Class claims, but you will still receive your share of the PAGA Payment, and will release only your PAGA claims.
OBJECT	Write to the Court if you think the Settlement is not fair. You may speak in Court about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

- **THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM**
- **DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE**

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BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because Kite Electric Incorporated's records show you worked for Kite as a non-exempt electrician in California sometime from February 24, 2016 through February 19, 2021.

The purpose of this Notice is to explain the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of Orange, and the case is known as *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960-CU-OE-CXC (the "Action").

2. What is this Action about?

On January 28, 2020, Plaintiff notified Kite Electric Incorporated ("Kite") and the Labor and Workforce Development Agency ("LWDA") of his intention to file a representative action against Kite, as an agent for the State of California and on behalf of all PAGA Members, alleging violation of several California Labor Code provisions and seeking civil penalties under the Private Attorneys General Act of 2004, ("PAGA", California Labor Code §2698, et seq.).- On February 24, 2020, Plaintiff filed a complaint on behalf of the Class, and on behalf of the State of California and PAGA Members, ~~The Action~~ alleging that ~~es~~ Kite did not provide Class Members all wages, including overtime wages due for all hours worked, and failed to provide legally compliant rest breaks, or compensation for missed rest breaks, and this caused inaccurate wage statements, and failure to timely pay all wages due when leaving employment.

Kite denies all allegations in the Action and contends it complied with California law at all times. The Settlement is not an admission of any wrongdoing by Kite or an indication any law was violated.

3. Who are the Parties in this Action, and the Proposed Class Members and PAGA Members?

Plaintiff Manual Gutierrez was employed in California by Kite as a non-exempt electrician in Orange County, California from June to October 2019.

Kite Electric Incorporated, ("Kite") a California Corporation, is the Defendant.

Class Members are defined as all non-exempt electricians employed by Kite in California at any time from February 24, 2016 through February 19, 2021. There are an estimated 100 members of the Class.

PAGA Members, a subgroup of the Class, are defined as all non-exempt electricians employed by Kite in California at any time from December 21, 2018 through February 19, 2021. There are an estimated 71 PAGA Members.

4. Why is this a Class Action?

In a class action, one or more people called Class Representatives (in this case, Manual Gutierrez) sue on behalf of themselves and other people who they allege have similar claims. This group of people is called a "class." Each person receiving this notice is a "Class Member" for purposes of this Settlement.

5. Who are the attorneys for the Plaintiff and the Class?

COHELAN KHOURY & SINGER

Jeff Geraci / Diana M. Khoury
605 "C" Street, Suite 200
San Diego, California 92101-5305
Telephone: (619) 595-3001

LAW OFFICE OF SAHAG MAJARIAN, II

Sahag Majarian II
18250 Ventura Blvd.
Tarzana, California 91356
Telephone: (818) 609-0807

If you have questions regarding this Settlement, you should contact Plaintiff's Counsel or the Settlement Administrator. Do NOT contact the attorneys for Kite, its managers, or supervisors.

6. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Kite. There was no trial. Both sides agreed to settle the Action to avoid the cost and risks of a trial, and ensure Class Members get compensation from the Settlement.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

The proposed Settlement provides for a maximum settlement amount of **\$458,991** to fully and finally resolve all claims in the Action (referred to as the "Gross Settlement Amount"). The Gross Settlement Amount includes amounts already paid by Kite to Class Members ~~in the sum of \$238,991 after~~ Mr. Gutierrez filed charges against Kite ~~on behalf of with~~ the State of California, and **all PAGA Members**, and before the Parties agreed to a settlement of all claims described in this Notice. In addition to the prior amount paid, Kite will pay an additional maximum sum of \$220,000 from which Class Counsel will apply to the Court for: (1) attorneys' fees of up to one-third of the Gross Settlement; (2) litigation costs estimated to be \$9,500; (3) a Class Representative service payment of \$10,000 to Manuel Gutierrez for his work, efforts and burdens in prosecuting the Action, and for undertaking the risks of a judgment for costs in the event of an unsuccessful outcome, **and obtaining the benefits on behalf of the Class**; (4) administration expenses estimated to be \$7,500, and (5) a payment to the California Labor Workforce and Development Agency, under ~~the Private Attorneys General Act of 2004 ("PAGA") in the sum of~~ \$7,500 (75% of \$10,000) for the government's share of civil penalties alleged, and a payment of \$2,500 (25% of \$10,000) to be distributed **proportionately to all PAGA Members based on the number of their Pay Periods worked during the PAGA Period.**

The exact amount of attorneys' fees and litigation costs, Class Representative Service Payment, and Administration expenses will be determined by the Court at a Final Approval Hearing. The remaining portion of the Settlement, the "Net Settlement," estimated at \$30,003.00 will be apportioned and paid entirely to all Class Members who do not request to be excluded from the Settlement, ("Participating Class Member"), based on the number of Work Weeks worked anytime during the Class Period (February 24, 2016 to February 19, 2021).

8. How much will my Settlement Payment be?

The estimated amount of your Settlement Payment is shown on the Employment Information Sheet, page 9 of this Notice. **It is based on the number of Work Weeks you worked during the Class Period. If you are a PAGA Member, your share of penalties will be based on the number of Pay Periods you worked during the PAGA Period.** The amount shown is an estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit. This Settlement Payment is in addition to the amount Kite paid to you in 2020.

HOW TO GET A SETTLEMENT PAYMENT

9. How can I get my Settlement Payment?

If you do nothing, you will automatically receive your Settlement Payment if the Court approves the Settlement at the Final Approval ~~H~~hearing. You must, however, notify the Settlement Administrator of any change in your name or mailing address if ~~your the~~ name, or address to which this Notice was mailed, is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your mailing address. Your Settlement Payment will be mailed to the last known address it has on file for you. A Change of Address Form and preprinted return envelope are enclosed for your convenience.** You may call the Settlement Administrator at 1-8xx-xxx-xxxx to confirm receipt of your Change of Address Form. ~~You may also contact attorneys for the Class. (See Paragraph 5).~~

10. What do I do if I think my ~~information or~~ Number of Work Weeks or Pay Periods is wrong?

The amount of your Settlement Payment is based on the number of Work Weeks you worked during the Class Period ~~and~~ **PAGA Penalties are based on the number of Pay Periods worked during the PAGA Period.** The number of Work Weeks ~~and~~ **Pay Periods** shown on the Employment Information Sheet (on page 9), was obtained from Kite's records. If you believe this information is not correct, you may send a letter to the Settlement Administrator stating what you believe is the correct information. Your letter must be postmarked on or before _____, 2022 *[45 days after the initial mailing of the Notice Packet]*. You should include any documents or other information supporting your belief the information in the Employment Information Sheet is not correct. The Settlement Administrator will resolve any dispute about the number of Work Weeks ~~and~~ **Pay Periods** based on Kite's records and any information you provide, **subject to the Court's review and final decision.**

11. When can I expect to receive my Settlement Payment?

If you do not exclude yourself from the Settlement, and there are no objections submitted, your share of the Settlement will be mailed to you about ~~30-90~~ days after the Court grants final approval of the Settlement and enters judgment. **Your share of the Settlement will be mailed to the address the Settlement Administrator has on file for you, which is the address this Notice was mailed to.** Again, if this address is not right, or if you move after you receive this Notice, you must inform the Settlement Administrator **by returning the enclosed Change of Address Form.**

The Settlement Payment will be allocated ~~one-third-20%~~ for wages, ~~one-third for and 80%~~ penalties, and ~~one third for~~ interest. Participating Class Members will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. The Administrator will issue ~~an~~ IRS W-2 for the amount of the wages and **IRS** 1099 forms for the penalties and interest together with your Settlement Payment. If checks remain uncashed after 180 days of issuance, the Settlement Administrator will place a stop payment on those checks and send the funds, in your name, to the State of California's Secretary of State, Unclaimed Property Division for further handling.

12. What am I giving up to get a Settlement Ppayment?

After the Court has approved the Settlement, unless you excluded yourself, you are staying in the Class and you can't sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal issues in this Action. You will be bound by the judgment in this Action and you will "give up" or release these claims:

Released Claims: All Class Members who do not return a valid and timely request for exclusion fully release and discharge Kite Electric Incorporated and its past, present, and future officers, directors, principals, heirs,

joint employers, client employers, employees, agents, representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, partners, investors, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, and joint venturers (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, damages, liens or actions or causes of action of any kind that were alleged in the Complaint, or that could have been alleged based on the same nucleus of operative facts, including any claims that have been or could have been alleged against the Released Parties, or any of them, arising out of the same nucleus of operative facts alleged in the Complaint, and including claims under California Labor Code sections 201, 202, 203, 226(a), 226(e), 226.7, 558, 1174, 1174.5, 1194, 1194.2, 2699, subd.(f), 2699.3, and the Wage Orders promulgated thereunder; and California Business & Professions Code section 17200 *et seq.* The Released Claims specifically exclude claims for workers’ compensation, unemployment insurance and state disability compensation, claims under the Employment Retirement Income Security Act of 1974, and claims for previously vested benefits under any Employer-sponsored benefits plan.

EXCLUDING YOURSELF FROM THE CLASS AND SETTLEMENT

13. How do I get out of the Class and ~~the~~ Settlement?

If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the Settlement for other reasons, you should exclude yourself from this case (that is, “opt out” of the Class and this Settlement). To opt out of the Class and Settlement, you must return a **valid and timely** written **request for exclusion**. ~~statement (postmarked no later than the Response Deadline) which~~ Your request for exclusion must include: ~~your—~~(a) the case name and case number; (b) your full name, current address, telephone number, and last four digits of your social security number; and (c) your signature. The request for exclusion should state in substance:

“I wish to be excluded from the case entitled *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960-CU-OE-CXC in the Superior Court of California, County of Orange and the Settlement. I understand by requesting to be excluded from the Class and Settlement, I will not receive a share of the Class settlement funds described in this Notice.”

Your request for exclusion letter must be mailed to the Settlement Administrator postmarked no later than _____, **2022** (*45 days of the initial mailing*) in the envelope provided or in a separate envelope addressed to:

Kite Electric Class Action Settlement Administrator
c/o ILYM Group, Inc.
P. O. Box _____
Irvine, CA 9____

~~Even—If you were employed during the PAGA Period, and you return a valid and timely rRequest for eExclusion from the Class, —Form,~~ you will still receive a share of the PAGA Penalties ~~available to those Class Members who worked any time during the PAGA Period, December 21, 2018 through December 31, 2019~~ based on the number of Pay Periods you worked during the PAGA Period, ~~because there is no right to opt out of a PAGA settlement. ,—and~~ You will release only the claims alleged in the Action for PAGA penalties for violations of the California Labor Code.

14. If I don’t exclude myself from the Settlement, can I sue Kite for the same thing later?

No. Unless you exclude yourself from this Action, you give up any right to sue Kite for the claims settled in this Lawsuit. ***If you have a claim or lawsuit already against Kite, you must speak to your lawyer in that case immediately.*** You must ask to exclude yourself from this Lawsuit to continue your own lawsuit.

15. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive a Settlement Payment, and you will not be bound by the releases or Judgment. The Settlement Payment you would have received will be distributed to Participating Class Members. ~~but~~ But if you are a PAGA Member, employed sometime during the PAGA Period (December 21, 2018 through February 19, 2021), you will still receive a share of the \$2,500 PAGA Penalties ~~as mentioned in Paragraph 13~~ based on the number of Pay Periods you worked during the PAGA Period. ~~The Settlement Payment you would have received will go to Participating Class Members.~~

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you may object to the Settlement and tell the Court why you disagree with the Settlement. ~~as a whole.~~ But if you only think your Settlement Payment was miscalculated, ~~or the number of Work Weeks is wrong,~~ please use the process in Paragraph 10 to ~~notify the Administrator.~~ ~~try and correct that information.~~

Your written objection to the Settlement should include the case name and number: *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960. Be sure to include your full name, current address and telephone number, and the specific reasons you object to the Settlement. Mail your written objection, and any documents you intend to use in support of your objection, to the address listed below, on or before _____, 2022 to: ~~If you return a Notice of Objection to Settlement Form, the Court will consider your views. To object to the Settlement, you should return to the Settlement Administrator, a written statement which includes the specific reasons for the objection on or before the Response Deadline. If you intend to use any documents to support your objection, a copy of the documents must be included with the written objection at the time of submission. The written objection must be mailed to the Administrator on or before _____, 2022 [45 days of the initial mailing]~~

Kite Electric Class Action Administrator
ILYM Group, Inc.
P. O. Box _____,
Irvine, CA 9____

You, or a lawyer at your expense, are welcome to attend the Final Approval Hearing to discuss your objections directly with the Court, without the need to return a written objection. ~~You may also appear in person at~~ The Final Approval Hearing is set for _____, 2022 at ____ p.m. in Dept. CX102 of the Orange County Superior Court. ~~to discuss your objections with the Court.~~

If you wish to preserve your right to appeal if your ~~valid~~ objection is denied, you, or a lawyer on your behalf, must file formal papers with the Court intervening in the Action, before a final judgment is entered.

17. What's the difference between objecting and requesting to be excluded from the Action?

Objecting is telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded ~~from the Class and the Settlement~~ is telling the Court you don't want to be part of the Class ~~and~~ ~~or~~ the Settlement. If you request ~~to be excluded~~ ~~exclusion~~, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to the Settlement, the Court will consider your objections when deciding whether to grant final approval ~~of to~~ the Settlement. If you have submitted a timely written objection, you do not need to appear to discuss the objection with the Court.

You should not return to the Settlement Administrator both an objection and a request for exclusion. In the event you return both a valid and timely request for exclusion, **and** a written objection, the valid and timely request for exclusion will be accepted, and your written objection will be rejected.

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing in Department CX-~~C~~102 of the Superior Court of California, County of Orange, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California 92715 on _____, 2022 at ____ a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval ~~H~~hearing without further notice to Class Members. However, any Class Member who has submitted ~~filed~~ a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval ~~H~~hearing. Should the Court grant Final Approval of the Settlement and Enter Judgment, the Court's Order approving the Settlement and Judgment may be viewed on the Administrator's website, www._____.com.

19. Do I have to come to the Final Approval ~~H~~hearing?

No. Class Counsel will answer any questions the Judge may have. If you return a written objection, ~~Notice of Objection to Proposed Settlement Form~~, you do not have to come to Court to talk about it. If you mailed your written objection in the manner discussed in Paragraph 16, the Court will consider it. You or your own lawyer, at your own expense, are also welcome to come to the hearing and discuss your objections with the Court.

20. May I appear and speak at the Final Approval ~~H~~hearing?

Yes, but you cannot speak at the Final Approval ~~H~~hearing if you have excluded yourself from the Settlement.

GETTING MORE INFORMATION

21. Who can I contact if I have questions about the Settlement?

This Notice is only a summary of the case and the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any of the papers filed in the Action, at the Filing Department of the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California, 92701 during regular Court hours.

You may also examine case records online on the Orange County Superior Court's website,

at <https://ocjustice.occourts.org/civilwebShoppingNS>. Once you've read the Court's "Information Disclaimer" and clicked "Accept Terms," type case number "01133960" and year field "2020," confirm you are not a robot and click "search." The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

You may also contact the attorneys for the Plaintiff and the Class ~~at the contact information who are~~ listed above in Paragraph 5 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator by calling toll free at [REDACTED] or by writing to the Administrator at: ~~the address shown above in Paragraph 13.~~ Kite Electric Class Action Administrator, ILYM Group, Inc., P. O. Box _____, Irvine, California 9____

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR KITE ELECTRIC, ~~THE DEFENDANT,~~ ITS SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.

ADDITIONAL IMPORTANT INFORMATION

- A. **Kite supports the Settlement** and will not retaliate in any manner against any Class Member who stays in the Class and receives a Settlement Payment or requests to opt out of the Action.
- B. **It is your responsibility to ensure the Settlement Administrator** has your current mailing address and telephone number on file. This will be the address Settlement Payments will be mailed to.
- C. **Settlement Payment checks must be cashed soon after receipt.** Checks which are not cashed after 180 days of the date of issuance will be forwarded to California's Secretary of State Controller, Unclaimed Property Division for further handling on behalf of the Class Member whose check was voided. If your check is lost or misplaced, immediately contact the Settlement Administrator and request a replacement.

Superior Court of California, County of Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Case No. 30-2020-01133960-CU-OE-CXC

EMPLOYMENT INFORMATION SHEET

Class Member's Address on File with the Settlement Administrator:

Name: _____

Address: _____

City, State, Zip Code: _____

The number of Work Weeks you worked during the Class Period (February 24, 2016 to February 19, 2021) according to Kite's records is _____.

The number of Pay Periods you worked during the PAGA Period, (December 21, 2018 to December 31, 2019) according to Kite's records is _____.

Based on the information above, it is estimated that if you do not request exclusion from the Class and Settlement, you will receive an estimated \$_____, less applicable payroll taxes. The amount shown is an estimate. The actual amount you receive may be more or less than the estimate shown, depending on a number of factors.

You do not have to take any action to receive your share of the Settlement. Your share of the Settlement will be mailed to you at the address shown above.

If your address has changed, or is different than the address shown above, you must notify the Settlement Administrator **by returning the enclosed Change of Address Form to the Settlement Administrator in the enclosed envelope or at the address shown below. You may contact the Settlement Administrator, toll-free, to confirm receipt of the Change of Address Form at 1-xxx-xxx-xxxx. ~~at 1-8xx-xxx-xxxx to receive your Settlement Payment. You may also contact attorneys for Plaintiff and the Class, Cohelan Khoury & Singer at (619) 595-3001.~~**

Please Note: It is highly recommended you immediately deposit or cash your check when you receive it. It will be voided after 180 days and funds represented by uncashed checks will be forwarded to California's Secretary of State, Controller, Unclaimed Property Division for further handling.

EXHIBIT 3

Superior Court of California, County of Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Case No. 30-2020-01133960-CU-OE-CXC

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: All persons employed by Kite Electric in California as a non-exempt electrician at any time during the period from February 24, 2016 through February 19, 2021 (the “Class” or “Class Members”).

If you are a Class Member, as described above, you are eligible for a payment from the Class Action Settlement. You do not need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your payment will be automatically mailed to you after the Court grants final approval of the Settlement. The amount of your Settlement Payment is shown on page 9 of this Notice. <u>NOTE:</u> You must keep a current address on file with the Settlement Administrator to ensure receipt of your check.
UPDATE YOUR ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice.)
EXCLUDE YOURSELF	If you do not wish to participate in the Settlement, you can exclude yourself from the Settlement and retain all rights you may have against Kite for the Class Claims. However, PAGA does not allow PAGA Members to exclude themselves, so if you exclude yourself from the Settlement, you will not receive a share of the Class funds, and will not release the Class claims, but you will still receive your share of the PAGA Payment, and will release only your PAGA claims.
OBJECT	Write to the Court if you think the Settlement is not fair. You may speak in Court about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

- **THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM**
- **DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE**

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BASIC INFORMATION

1. **Why did I get this Notice?**

You received this Notice because Kite Electric Incorporated's records show you worked for Kite as a non-exempt electrician in California sometime from February 24, 2016 through February 19, 2021.

The purpose of this Notice is to explain the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of Orange, and the case is known as *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960-CU-OE-CXC (the "Action").

2. **What is this Action about?**

On January 28, 2020, Plaintiff notified Kite Electric Incorporated ("Kite") and the Labor and Workforce Development Agency ("LWDA") of his intention to file a representative action against Kite, as an agent for the State of California and on behalf of all PAGA Members, alleging violation of several California Labor Code provisions and seeking civil penalties under the Private Attorneys General Act of 2004, ("PAGA", California Labor Code §2698, et seq). On February 24, 2020, Plaintiff filed a complaint on behalf of the Class, and on behalf of the State of California and PAGA Members, alleging that Kite did not provide Class Members all wages, including overtime wages due for all hours worked, and failed to provide legally compliant rest breaks, or compensation for missed rest breaks, and this caused inaccurate wage statements, and failure to timely pay all wages due when leaving employment.

Kite denies all allegations in the Action and contends it complied with California law at all times. The Settlement is not an admission of any wrongdoing by Kite or an indication any law was violated.

3. **Who are the Parties, Proposed Class Members, and PAGA Members in this Action?**

Plaintiff Manual Gutierrez was employed in California by Kite as a non-exempt electrician in Orange County, California from June to October 2019.

Kite Electric Incorporated, ("Kite") a California Corporation, is the Defendant.

Class Members are defined as all non-exempt electricians employed by Kite in California at any time from February 24, 2016 through February 19, 2021. There are an estimated 100 members of the Class.

PAGA Members, a subgroup of the Class, are defined as all non-exempt electricians employed by Kite in California at any time from December 21, 2018 through February 19, 2021. There are an estimated 71 PAGA Members.

4. **Why is this a Class Action?**

In a class action, one or more people called Class Representatives (in this case, Manual Gutierrez) sue on behalf of themselves and other people who they allege have similar claims. This group of people is called a "class." Each person receiving this notice is a "Class Member" for purposes of this Settlement.

5. Who are the attorneys for the Plaintiff and the Class?

COHELAN KHOURY & SINGER

Jeff Geraci / Diana M. Khoury
605 "C" Street, Suite 200
San Diego, California 92101-5305
Telephone: (619) 595-3001

LAW OFFICE OF SAHAG MAJARIAN, II

Sahag Majarian II
18250 Ventura Blvd.
Tarzana, California 91356
Telephone: (818) 609-0807

If you have questions regarding this Settlement, you should contact Plaintiff's Counsel or the Settlement Administrator. Do NOT contact the attorneys for Kite, its managers, or supervisors.

6. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Kite. There was no trial. Both sides agreed to settle the Action to avoid the cost and risks of a trial, and ensure Class Members get compensation from the Settlement.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

The proposed Settlement provides for a maximum settlement amount of **\$458,991** to fully and finally resolve all claims in the Action (referred to as the "Gross Settlement Amount"). The Gross Settlement Amount includes amounts already paid by Kite to Class Members of \$238,991 after Mr. Gutierrez filed charges against Kite on behalf of the State of California and all PAGA Members, and before the Parties agreed to a settlement of all claims described in this Notice. In addition to the prior amount paid, Kite will pay an additional maximum sum of \$220,000 from which Class Counsel will apply to the Court for: (1) attorneys' fees of up to one-third of the Gross Settlement; (2) litigation costs estimated to be \$9,500; (3) a Class Representative service payment of \$10,000 to Manual Gutierrez for his work, efforts and burdens in prosecuting the Action, and for undertaking the risks of a judgment for costs in the event of an unsuccessful outcome, and obtaining the benefits on behalf of the Class; (4) administration expenses estimated to be \$7,500, and (5) a payment to the California Labor Workforce and Development Agency, under PAGA of \$7,500 (75% of \$10,000) for the government's share of civil penalties alleged, and a payment of \$2,500 (25% of \$10,000) to be distributed proportionately to all PAGA Members based on the number of their Pay Periods worked during the PAGA Period.

The exact amount of attorneys' fees and litigation costs, Class Representative Service Payment, and Administration expenses will be determined by the Court at a Final Approval Hearing. The remaining portion of the Settlement, the "Net Settlement," estimated at \$30,003.00 will be apportioned and paid entirely to all Class Members who do not request to be excluded from the Settlement, ("Participating Class Member"), based on the number of Work Weeks worked anytime during the Class Period (February 24, 2016 to February 19, 2021).

8. How much will my Settlement Payment be?

The estimated amount of your Settlement Payment is shown on the Employment Information Sheet, page 9 of this Notice. It is based on the number of Work Weeks you worked during the Class Period. If you are a PAGA Member, your share of penalties will be based on the number of Pay Periods worked during the PAGA Period. The amount shown is an estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit. This Settlement Payment is in addition to the amount Kite paid to you in 2020.

HOW TO GET A SETTLEMENT PAYMENT

9. How can I get my Settlement Payment?

If you do nothing, you will automatically receive your Settlement Payment if the Court approves the Settlement at the Final Approval Hearing. You must, however, notify the Settlement Administrator of any change in your name or mailing address if your name, or address to which this Notice was mailed, is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your mailing address. Your Settlement Payment will be mailed to the last known address it has on file for you.** A Change of Address Form and preprinted return envelope are enclosed for your convenience. You may call the Settlement Administrator at 1-8xx-xxx-xxxx to confirm receipt of your Change of Address Form.

10. What do I do if I think my Number of Work Weeks and/or Pay Periods is wrong?

The amount of your Settlement Payment is based on the number of Work Weeks you worked during the Class Period and PAGA Penalties are based on the number of Pay Periods worked during the PAGA Period. The number of Work Weeks and Pay Periods shown on the Employment Information Sheet (on page 9), was obtained from Kite's records. If you believe this information is not correct, you may send a letter to the Settlement Administrator stating what you believe is the correct information. Your letter must be postmarked on or before _____, 2022 [45 days after the initial mailing of the Notice Packet]. You should include any documents or other information supporting your belief the information in the Employment Information Sheet is not correct. The Settlement Administrator will resolve any dispute about the number of Work Weeks and Pay Periods based on Kite's records and any information you provide, subject to the Court's review and final decision.

11. When can I expect to receive my Settlement Payment?

If you do not exclude yourself from the Settlement, and there are no objections submitted, your share of the Settlement will be mailed to you about 90 days after the Court grants final approval of the Settlement and enters judgment. ***Your share of the Settlement will be mailed to the address the Settlement Administrator has on file for you, which is the address this Notice was mailed to.*** Again, if this address is not right, or if you move after you receive this Notice, you must inform the Settlement Administrator by returning the enclosed Change of Address Form.

The Settlement Payment will be allocated 20% for wages, and 80% penalties and interest. Participating Class Members will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. The Administrator will issue an IRS W-2 for the amount of the wages and IRS 1099 forms for the penalties and interest together with your Settlement Payment. If checks remain uncashed after 180 days of issuance, the Settlement Administrator will place a stop payment on those checks and send the funds, in your name, to the State of California's Secretary of State, Unclaimed Property Division for further handling.

12. What am I giving up to get a Settlement Payment?

After the Court has approved the Settlement, unless you excluded yourself, you are staying in the Class and you can't sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal issues in this Action. You will be bound by the judgment in this Action and you will "give up" or release these claims:

Released Claims: All Class Members who do not return a valid and timely request for exclusion fully release and discharge Kite Electric Incorporated and its past, present, and future officers, directors, principals, heirs, joint employers, client employers, employees, agents, representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, partners, investors, shareholders, parent companies, subsidiaries, affiliates,

predecessors, successors, assigns, and joint venturers (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, damages, liens and/or actions or causes of action of any kind that were alleged in the Complaint, or that could have been alleged based on the same nucleus of operative facts, including any claims that have been or could have been alleged against the Released Parties, or any of them, arising out of the same nucleus of operative facts alleged in the Complaint, and including claims under California Labor Code sections 201, 202, 203, 226(a), 226(e), 226.7, 558, 1174, 1174.5, 1194, 1194.2, 2699, subd.(f), 2699.3, and the Wage Orders promulgated thereunder; and California Business & Professions Code section 17200 *et seq.* The Released Claims specifically exclude claims for workers’ compensation, unemployment insurance and state disability compensation, claims under the Employment Retirement Income Security Act of 1974, and claims for previously vested benefits under any Employer-sponsored benefits plan.

EXCLUDING YOURSELF FROM THE CLASS AND SETTLEMENT

13. How do I get out of the Class and the Settlement?

If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the Settlement for other reasons, you should exclude yourself from this case (that is, “opt out” of the Class and this Settlement). To opt out of the Class and Settlement, you must return a valid and timely written request for exclusion. Your request for exclusion must include: (a) the case name and case number; (b) your full name, current address, telephone number, and last four digits of your social security number; and (c) your signature. The request for exclusion should state in substance:

“I wish to be excluded from the case entitled *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960-CU-OE-CXC in the Superior Court of California, County of Orange and the Settlement. I understand by requesting to be excluded from the Class and Settlement, I will not receive a share of the Class settlement funds described in this Notice.”

Your request for exclusion letter must be mailed to the Settlement Administrator postmarked no later than _____, **2022** (*45 days of the initial mailing*) in the envelope provided or in a separate envelope addressed to:

Kite Electric Class Action Settlement Administrator
c/o ILYM Group, Inc.
P. O. Box _____
Irvine, CA 9____

If you were employed during the PAGA Period, and you return a valid and timely request for exclusion from the Class, you will still receive a share of the PAGA Penalties based on the number of Pay Periods you worked during the PAGA Period, because there is no right to opt out of a PAGA settlement. You will release only the claims alleged in the Action for PAGA penalties for violations of the California Labor Code.

14. If I don’t exclude myself from the Settlement, can I sue Kite for the same thing later?

No. Unless you exclude yourself from this Action, you give up any right to sue Kite for the claims settled in this Lawsuit. ***If you have a claim or lawsuit already against Kite, you must speak to your lawyer in that case immediately.*** You must ask to exclude yourself from this Lawsuit to continue your own lawsuit.

15. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive a Settlement Payment, and you will not be bound by the releases or Judgment. The Settlement Payment you would have received will be distributed to Participating

Class Members. But if you are a PAGA Member, employed sometime during the PAGA Period (December 21, 2018 through February 19, 2021), you will still receive a share of the \$2,500 PAGA Penalties based on the number of Pay Periods you worked during the PAGA Period.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you may object to the Settlement and tell the Court why you disagree with the Settlement. But if you only think your Settlement Payment was miscalculated, or the number of Work Weeks is wrong, please use the process in Paragraph 10 to notify the Administrator.

Your written objection to the Settlement should state the case name and number: *Gutierrez v. Kite Electric Incorporated*, Case No. 30-2020-01133960. Be sure to include your full name, current address and telephone number, and the specific reasons you object to the Settlement. Mail your written objection, and any documents you intend to use in support of your objection, to the address listed below, on or before _____, 2022 to:

Kite Electric Class Action Administrator
ILYM Group, Inc.
P. O. Box _____,
Irvine, CA 9____

You, or your lawyer at your expense, are welcome to attend the Final Approval Hearing to discuss your objections directly with the Court, without the need to return a written objection. The Final Approval Hearing is set for _____, 2022 at ____ p.m. in Dept. CX102 of the Orange County Superior Court.

If you wish to preserve your right to appeal if your objection is denied, you, or a lawyer on your behalf, must file formal papers with the Court intervening in the Action, before a final judgment is entered.

17. What's the difference between objecting and requesting to be excluded from the Action?

Objecting is telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded from the Class and the Settlement is telling the Court you don't want to be part of the Class and the Settlement. If you request to be excluded, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to the Settlement, the Court will consider your objections when deciding whether to grant final approval of the Settlement. If you have submitted a timely written objection, you do not need to appear to discuss the objection with the Court.

You should not return to the Settlement Administrator both an objection and a request for exclusion. In the event you return both a valid and timely request for exclusion, **and** a written objection, the valid and timely request for exclusion will be accepted, and your written objection will be rejected.

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing in Department CX-102 of the Superior Court of California, County of Orange, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California 92715 on _____, 2022 at ____ a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing. Should the Court grant Final Approval of the Settlement and Enter Judgment, the Court's Order approving the Settlement and Judgment may be viewed on the Administrator's website, www._____.com.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Judge may have. If you return a written objection, you do not have to come to Court to talk about it. If you mailed your written objection in the manner discussed in Paragraph 16, the Court will consider it. You or your own lawyer, at your own expense, are also welcome to come to the hearing and discuss your objections with the Court.

20. May I appear and speak at the Final Approval Hearing?

Yes, but you cannot speak at the Final Approval Hearing if you have excluded yourself from the Settlement.

GETTING MORE INFORMATION

21. Who can I contact if I have questions about the Settlement?

This Notice is only a summary of the case and the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any of the papers filed in the Action, at the Filing Department of the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California, 92701 during regular Court hours.

You may also examine case records online on the Orange County Superior Court's website, at <https://ocjustice.occourts.org/civilwebShoppingNS>. Once you've read the Court's "Information Disclaimer" and clicked "Accept Terms," type case number "01133960" and year field "2020," confirm you are not a robot and click "search." The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

You may also contact the attorneys for the Plaintiff and the Class who are listed above in Paragraph 5 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator by calling toll free at  or by writing to the Administrator at: Kite Electric Class Action Administrator, ILYM Group, Inc., P. O. Box _____, Irvine, California 9____

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR KITE ELECTRIC, ITS SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.

ADDITIONAL IMPORTANT INFORMATION

- A. **Kite supports the Settlement** and will not retaliate in any manner against any Class Member who stays in the Class and receives a Settlement Payment or requests to opt out of the Action.
- B. **It is your responsibility to ensure the Settlement Administrator** has your current mailing address and telephone number on file. This will be the address Settlement Payments will be mailed to.
- C. **Settlement Payment checks must be cashed soon after receipt.** Checks which are not cashed after 180 days of the date of issuance will be forwarded to California's Secretary of State Controller, Unclaimed Property Division for further handling on behalf of the Class Member whose check was voided. If your check is lost or misplaced, immediately contact the Settlement Administrator and request a replacement.

Superior Court of California, County of Orange
Manuel Gutierrez vs. Kite Electric Incorporated
Case No. 30-2020-01133960-CU-OE-CXC

EMPLOYMENT INFORMATION SHEET

Class Member's Address on File with the Settlement Administrator:

Name: _____

Address: _____

City, State, Zip Code: _____

The number of Work Weeks you worked during the Class Period (February 24, 2016 to February 19, 2021) according to Kite's records is _____.

The number of Pay Periods you worked during the PAGA Period, (December 21, 2018 to December 31, 2019) according to Kite's records is _____.

Based on the information above, it is estimated that if you do not request exclusion from the Class and Settlement, you will receive an estimated \$_____, less applicable payroll taxes. The amount shown is an estimate. The actual amount you receive may be more or less than the estimate shown, depending on a number of factors.

You do not have to take any action to receive your share of the Settlement. Your share of the Settlement will be mailed to you at the address shown above.

If your address has changed, or is different than the address shown above, you must notify the Settlement Administrator by returning the enclosed Change of Address Form to the Settlement Administrator in the enclosed envelope or at the address shown below. You may contact the Settlement Administrator, toll-free, to confirm receipt of the Change of Address Form at 1-xxx-xxx-xxxx.

Please Note: It is highly recommended you immediately deposit or cash your check when you receive it. It will be voided after 180 days and funds represented by uncashed checks will be forwarded to California's Secretary of State, Controller, Unclaimed Property Division for further handling.

EXHIBIT 4