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Attorneys for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BRENDA GARCIA an individual, on behalf
of herself and others similarly situated

PLAINTIFF,

v.

TITANIUM ALARM, LLC; and DOES 1
thru 50, inclusive,

DEFENDANTS.

Case No. CIVDS2013199

**DECLARATION OF KAREN
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 3, 2022
Time: 10:00 a.m.

Judge: David Cohn
Dept.: S-26

1 I, Karen Hernandez declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Garcia v.*
6 *Titanium Alarm, LLC* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
8 and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Pendency of Class Action Settlement and Final Hearing* both in English and Spanish
18 (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving
19 Settlement Class Members’ disputes over the number of workweeks Defendants have record of
20 them working during the Class Period, which was pre-printed on their individualized Class Notice;
21 (d) calculating individual settlement award amounts; (e) processing and mailing settlement award
22 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,
23 issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any
24 unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the
25 Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On June 16, 2022, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On June 13, 2022, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, the
3 total number of applicable pay periods worked for each Settlement Class Member and the total
4 number of applicable workweeks for each Settlement Class Member. The data file was uploaded
5 to our database and checked for duplicates and other possible discrepancies. The Class List
6 contained 65 individuals.

7 6. As part of the preparation for mailing, all 65 names and addresses contained in the
8 Class List were then processed against the National Change of Address (“NCOA”) database,
9 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
10 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
11 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
12 address was found in the NCOA database, the updated address was used for the mailing of the
13 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
14 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

15 7. On June 21, 2022, the Notice Packet was mailed, via U.S First Class Mail, to all 65
16 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy
17 of the mailed Notice Packet.

18 8. As of the date of this declaration, 7 Notice Packets have been returned to our office
19 as undeliverable. ILYM Group performed a computerized skip trace on the 7 returned Notice
20 Packets, that did not have a forwarding address, in an effort to obtain an updated address for purpose
21 of re-mailing the Notice Packet. As a result of this skip trace, 5 updated addresses were obtained
22 and the Notice Packet was promptly re-mailed to those Settlement Class Members, via U.S First
23 Class Mail.

24 9. As of the date of this declaration, a total of 5 Notice Packets have been re-mailed.
25 Specifically, 5 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

26 10. As of the date of this declaration, a total of 2 Notice Packets have been deemed
27 undeliverable. Specifically, 2 have been deemed undeliverable as no updated address was found
28 notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was August 20, 2022.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was August 20, 2022.

13. As of the date of this declaration, ILYM Group will report a total of 65 Participating Claimants, representing 100% of the 65 Settlement Class Members.

14. Participating Claimants will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for the cost of settlement administration, the amount of attorneys' fees and litigation costs awarded to Class Counsel, the amount of Service Payment awarded to Plaintiff, and the amount paid to the LWDA for the settlement of PAGA claims,

Gross Settlement Amount	\$95,000.00
<i>Pro-Rata Increase in Settlement Fund</i>	\$52,021.01
New Gross Settlement Amount	\$147,021.01
Class Counsel Fees	\$49,007.00
Class Counsel Costs & Expenses	\$12,000.00
Service Payment – Brenda Garcia	\$5,000.00
ILYM Group Fees	\$6,000.00
LWDA	\$5,625.00
Net Settlement Amount	\$69,389.01

To determine a Participating Claimant's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Claimants will receive an estimated average gross payment of \$1,067.52, with the estimated highest gross payment being \$6,349.32.

15. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$6,000.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 30th day of August 2022, at Tustin, California.

Karen Hernandez
KAREN HERNANDEZ

EXHIBIT “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

**IF YOU WORKED AS AN HOURLY EMPLOYEE FOR TITANIUM
ALARM, LLC WHO WORKED OVERTIME AND RECEIVED
COMMISSION EARNINGS IN THE SAME PAY PERIOD IN WHICH
SUCH OVERTIME WAS WORKED AT ANY TIME BETWEEN MAY 29,
2016 AND AUGUST 31, 2021 YOU MAY OBTAIN PAYMENTS FROM A
SETTLEMENT REACHED IN A PROPOSED CLASS ACTION LAWSUIT**

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

This Notice is court approved. This is not a solicitation from an attorney.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Receive compensation but lose rights to sue separately. If you do nothing, you will receive compensation for your claims alleged in this lawsuit. You will also give up your rights to ever sue about any of the claims in this case.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no compensation but keep rights to sue separately. If you exclude yourself from the settlement you will not receive any compensation from the settlement, but you will keep your rights to file a separate claim. Please be advised, however, that the time limits for filing a separate claim may have expired.
OBJECT OR COMMENT	Tell the Court why you like or don't like the settlement. You may write to the Court, or you may appear personally or through your own attorney and your own expense, and tell the Court about why you do or do not like the settlement. You must remain a part of the lawsuit to comment or object to the settlement, and you cannot object if you also ask to be excluded.
These rights and options – and the time deadlines for exercising them – are explained further in this Notice.	

Any Questions? Call (888) 250-6810

ILYM ID: <<ILYM ID>>

This Notice provides important information about a proposed settlement in the class action lawsuit (the “Lawsuit”) brought by Brenda Garcia (“Plaintiff”) against Titanium Alarm, LLC (“Defendant”) called *Brenda Garcia v. Titanium Alarm, LLC*, San Bernardino County Superior Court Case No. CIVDS2013199.

WHY YOU ARE RECEIVING THIS NOTICE:

On November 12, 2021, the Court preliminarily approved a settlement reached in the Lawsuit (the “Settlement”) on behalf of a settlement class comprised of all persons who worked for Defendant as a non-exempt employee in California who worked overtime and received commission earnings in the same pay period in which such overtime was worked at any time between May 29, 2016 and August 31, 2021, (the “Class Period”). There are approximately 65 persons in the settlement class (“Class Members”). You are receiving this notice because Defendant’s records indicate that you worked for Defendant as a non-exempt employee in California who worked overtime and received commission earnings in the same pay period in which such overtime was worked during the Class Period and are therefore a Class Member. As a Class Member, you have the right to participate in, object to, or exclude yourself from the Settlement.

ABOUT THE LAWSUIT:

Plaintiff is a former employee of Defendant who has made a variety of claims, on behalf of herself and Class Members, against Defendant, by and through attorneys of record Kingsley & Kingsley, APC (Attorneys for Plaintiff and “Class Counsel”). Plaintiff alleges that Defendant failed to comply with California wage and hour laws. Defendant denies all of Plaintiff’s claims and maintains that it did not violate any California wage and hour laws. Although Defendant denies Plaintiff’s allegations, the parties agreed to settle the Lawsuit. Defendant is not in any way admitting it engaged in any of the acts alleged in the Lawsuit.

THE TERMS OF THE CLASS ACTION SETTLEMENT:

To avoid the costs of litigation, and without admitting any wrongdoing, Defendant had agreed to pay, in exchange for a release of the claims asserted by Plaintiff and Class Members in the Lawsuit, the gross amount of \$147,021.01 (the “Gross Settlement Amount”). Payments from the Gross Settlement Amount will be made for: a) the costs of settlement administration (approximately \$6,000.00.); b) a Service Payment to Plaintiff (up to \$5,000.00); c) attorneys’ fees to Class Counsel (up to \$49,007.00); d) litigation costs to Class Counsel (up to \$12,000.00); e) payment to the California Labor & Workforce Development Agency for an allocation of the settlement of the claims brought pursuant to the Private Attorneys General Act (up to \$5,625.00) and f) settlement payments to Class Members who do not submit an opt out request. It is estimated that after the above deductions, approximately \$69,389.01 (the “Net Settlement Amount”) will remain for payment of settlement benefits to Class Members. Each Class Member’s gross settlement amount will be allocated as follows: 20% shall be deemed wages (subject to legally required wage withholdings and deductions and reported by way of IRS Form W-2) and 80% shall be treated as interest and penalties (reported by way of IRS Form 1099).

It is anticipated that settlement benefits will be made to Class Members no later than January 1, 2023. You have three options: (1) participate in the settlement and receive your share of the settlement benefits; (2) object to the settlement; or (3) request exclusion from the settlement.

(1) IF YOU WISH TO BE A PART OF THE SETTLEMENT AND OBTAIN PAYMENT, YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.

All Class Members who do not exclude themselves from the settlement will automatically receive payment of their share of settlement benefits. Based on Defendant's records, you worked <<workweeks>> workweeks for Defendant during the Class Period, which means that your gross settlement payment (the amount before tax deductions) is estimated to be approximately

<Est. Settlement Amount>.

Depending on the Court's Final Approval Order, the gross amount you will receive if the Court grants final approval of the settlement may vary from the above estimated amount. If you participate in the settlement, you will, upon final approval of the settlement, be bound by the release of claims against Defendant described below and lose the right to sue Defendant for any of the claims asserted or that could have been asserted against Defendant in the Lawsuit.

It is your responsibility to keep a current address on file with the Settlement Administrator as it will mail your payment to the address on file for you. If you move, please provide the Settlement Administrator your new address. If you disagree with the number of workweeks stated above, you may submit information to the Settlement Administrator regarding what you believe is the correct number of workweeks you worked for Defendant as a non-exempt employee in California during the Class Period. Any such information, including any supporting documents, must be submitted to the Settlement Administrator by August 20, 2022. You may communicate with the Settlement Administrator regarding your new address or information regarding what you believe is the correct number of workweeks by telephone 888.250.6810, e-mail claims@ilymgroup.com, or mail to PO Box 2031, Tustin, CA 92681. You may also contact Class Counsel to provide this information.

(2) YOU MAY OBJECT TO THE SETTLEMENT AS LONG AS YOU DO NOT OPT OUT OF THE SETTLEMENT.

As long as you do not exclude yourself from the Settlement, you have the right to object by submitting a written statement with your full name, address, last four digits of your Social Security Number or employment identification number, the case name and number (*Brenda Garcia v. Titanium Alarm, LLC*, San Bernardino County Superior Court Case No. CIVDS2013199), a statement that you object to the Settlement, the legal and factual reasons for the objection, and your signature. The objection must be sent by August 20, 2022, by regular mail to the Settlement Administrator at the following address: Garcia v. Titanium Alarm, LLC, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. You also have the right to appear at the Final Fairness Hearing on October 3, 2022 at 10:00 a.m. in Department S-26 at the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, California 92415. If the Court overrules your objection and grants final approval of the Settlement, you will be bound by the release of claims against Defendant described below and lose the right to sue Defendant for any of the claims asserted or that could have been asserted in the Lawsuit. As long as you do not exclude yourself from the Settlement, you will receive a settlement payment even if you make an unsuccessful objection to the Settlement.

(3) YOU MAY "OPT OUT" OF THE SETTLEMENT AND EXCLUDE YOURSELF FROM THE SETTLEMENT—YOU WILL NOT RECEIVE ANY PAYMENT AND WILL NOT BE SUBJECT TO THE RELEASE OF CLAIMS AND STIPULATED JUDGMENT.

If you wish to exclude yourself from the Settlement, you must submit a written request to the Settlement Administrator on or before August 20, 2022. To opt out, you must (i) state the case name and number; (ii) state your full name and address; (iii) clearly state that you request to be excluded from the Settlement; (iv) state the last four digits of your social security number or employee identification number; (v) sign the opt out request; and (vi) return the opt out request via first class U.S. mail to the Settlement Administrator (at the address listed in subsection (2)) so that it is postmarked on or before August 20, 2022.

If you exclude yourself from the Settlement, you will not be entitled to recover any settlement benefits or object to the settlement, but you will retain the right to bring any claims you believe you have against Defendant. If the Court grants final approval of the Settlement, Class Members who do not properly opt out of the class action

Any Questions? Call (888) 250-6810

ILYM ID: <<ILYM ID>>

settlement will be bound by the Settlement, including its release of claims and Judgment. Class Members who do properly opt out of the class action settlement shall have no further role in this action, and for all purposes they shall be regarded as if they never were a party to this action.

RELEASE OF CLAIMS OF SETTLEMENT CLASS MEMBERS:

Unless you exclude yourself from the Settlement, upon final approval of the Settlement by the Court, you will be deemed to have released any and all claims against Defendant and any former and present parent, subsidiary, and affiliated corporations, and their officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives (“Released Parties”), from any and all claims, rights, demands, liabilities and causes of action under California law that Class Members have had or now have against the Released Party for any acts occurring during the Release Period that were pled in the Complaint or that could have been pled based on the identical factual predicate for the allegations in the Complaint, specifically including any such claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate wage statements, unfair competition, and failure to pay all wages upon termination, and any claims in connection therewith for damages, restitution, interest, penalties, costs and attorney’s fees.

THE NEXT STEP:

A Final Fairness Hearing will be held on October 3, 2022 at 10:00 a.m. in Department S-26 at the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, California 92415. **You are not required to attend the hearing, but, as a Class Member, you are welcome to attend. If you submit a timely objection to the Settlement, you have the right to speak at the hearing regarding your objection. You also have the right to retain an attorney, at your own expense, to speak on your behalf. If you do not submit a timely objection, whether you are allowed to speak at the hearing will be decided by the Court.**

HOW TO OBTAIN ADDITIONAL INFORMATION:

This Notice only provides a summary of the Lawsuit and the Settlement. For more information, you may contact the attorneys for the class (Class Counsel) at the address or telephone number listed below, the Settlement Administrator at the address listed below, or access the Court’s records.

Attorneys for Plaintiff can be contacted at:

Kelsey M. Szamet, Esq.
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, California 91436
Tel: (818) 990-8300
Fax: (818) 990-2903

The Settlement Administrator can be contacted at:

ILYM Group, Inc.
Mailing Address – PO Box 2031, Tustin, CA 92781
Email address - claims@ilymgroup.com
Toll Free Number – 888.250.6810

You may also review the Court’s file at the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

Any Questions? Call (888) 250-6810

ILYM ID: <<ILYM ID>>

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE SAN BERNARDINO

SI USTED TRABAJÓ COMO EMPLEADO POR HORA PARA TITANIUM ALARM, LLC CON HORAS EXTRAS Y RECIBIÓ GANANCIAS POR COMISIONES EN EL MISMO PERÍODO DE PAGO EN EL QUE SE TRABAJARON DICHAS HORAS EXTRAS EN CUALQUIER MOMENTO ENTRE EL 29 DE MAYO DE 2016 Y EL 31 DE AGOSTO DE 2021, PUEDE RECIBIR PAGOS DE UN ACUERDO AL QUE SE LLEGÓ EN UNA PROPUESTA DE DEMANDA COLECTIVA

LE ROGAMOS QUE LEA CON ATENCIÓN ESTE AVISO. ES POSIBLE QUE SUS DERECHOS SE VEAN AFECTADOS.

Este aviso ha sido aprobado por el tribunal. Esto no es un aviso de un abogado.

SUS DERECHOS Y OPCIONES LEGALES EN EL ACUERDO	
NO HACER NADA	Recibir una indemnización, pero perder el derecho a demandar por separado. Si no hace nada, recibirá una indemnización por las reclamaciones que se alegan en esta demanda. También renunciará a sus derechos de demandar nuevamente sobre cualquiera de las reclamaciones en este caso.
EXCLUIRSE DEL ACUERDO	No recibir ninguna indemnización, pero mantener los derechos para demandar por separado. Si se excluye del acuerdo, no recibirá ninguna indemnización del acuerdo, pero mantendrá su derecho a presentar una demanda por separado. No obstante, tenga en cuenta que es posible que los plazos para presentar una demanda por separado hayan prescrito.
OBJETAR O COMENTAR	Indicar al Tribunal por qué está a favor o en contra del acuerdo. Usted puede escribir al Tribunal, o puede comparecer personalmente o a través de su propio abogado y a sus expensas, e indicar al Tribunal por qué está a favor o en contra del acuerdo. Debe seguir formando parte de la demanda para comentar u objetar el acuerdo, y no puede objetar si también pide que se le excluya.
En este Aviso se explican con más detalle estos derechos y opciones, así como los plazos para ejercerlos.	

¿Tiene alguna pregunta? Llame al (888) 250-6810

ILYM ID: <<ILYM ID>>

Este Aviso incluye información importante sobre un acuerdo propuesto en la demanda colectiva (la "Demanda") presentada por Brenda García ("Demandante") contra Titanium Alarm, LLC ("Demandado") en el caso titulado *Brenda Garcia v. Titanium Alarm, LLC*, Caso N° CIVDS2013199 del Tribunal Superior del Condado de San Bernardino.

POR QUÉ ESTÁ RECIBIENDO ESTE AVISO:

El 12 de noviembre de 2021, el Tribunal aprobó preliminarmente un acuerdo alcanzado en la Demanda (el "Acuerdo") en nombre de una demanda colectiva compuesta por todas las personas que trabajaron para el Demandado como empleados no exentos en California que trabajaron horas extras y recibieron ganancias por comisiones en el mismo período de pago en el que se trabajaron dichas horas extras en cualquier momento entre el 29 de mayo de 2016 y el 31 de agosto de 2021, (el "Período de la Demanda Colectiva"). Hay aproximadamente 65 personas en la clase del acuerdo ("Miembros de la Demanda Colectiva"). Usted está recibiendo este aviso porque los registros del Demandado indican que usted trabajó para el Demandado como empleado no exento en California que trabajó horas extras y recibió ganancias por comisiones en el mismo período de pago en el que se trabajaron dichas horas extras durante el Período de la Demanda Colectiva y, por lo tanto, es un Miembro de la Demanda Colectiva. Como Miembro de la Demanda Colectiva, usted tiene derecho a participar, objetar o excluirse del Acuerdo.

INFORMACIÓN SOBRE LA DEMANDA:

La Demandante es una ex empleada del Demandado que ha presentado una serie de reclamaciones, en su propio nombre y en el de los Miembros de la Demanda Colectiva, contra el Demandado, por medio de los abogados registrados Kingsley & Kingsley, APC (Abogados de la Demandante y "Abogados de la Demanda Colectiva"). La Demandante alega que el Demandado no cumplió con las leyes de salarios y horarios de California. El Demandado desmiente todas las reclamaciones de la Demandante y sostiene que no violó ninguna ley de salarios y horarios de California. Aunque el Demandado niega las acusaciones de la Demandante, las partes convinieron en llegar a un acuerdo en la Demanda. El Demandado no admite de ninguna manera que haya participado en ninguno de los actos alegados en la Demanda.

THE TERMS OF THE CLASS ACTION SETTLEMENT:

Para evitar los costos del litigio, y sin admitir ninguna infracción, el Demandado había acordado pagar, a cambio de la liberación de las reclamaciones presentadas por la Demandante y los Miembros de la Demanda Colectiva en el Juicio, la cantidad bruta de \$147,021.01 (el "Monto Bruto del Acuerdo"). Los pagos del Monto Bruto del Acuerdo se harán para: a) los costos de administración del acuerdo (aproximadamente \$6,000.00.); b) un Pago de Servicios a la Demandante (hasta \$5,000.00); c) los honorarios de los abogados a los Abogados de la Demanda Colectiva (hasta \$49,007.00); d) los costos del litigio a los Abogados de la Demanda Colectiva (hasta \$12,000.00); e) el pago a la Agencia de Desarrollo Laboral de California (California Labor & Workforce Development Agency) por una asignación de la conciliación de las reclamaciones presentadas de conformidad con la Ley de Abogados Generales Privados (hasta \$5,625.00) y f) los pagos de la conciliación a los Miembros de la Demanda Colectiva que no presenten una solicitud de exclusión. Se estima que después de las deducciones anteriores, quedarán aproximadamente \$69,389.01 (el "Monto Neto del Acuerdo") para el pago de los beneficios del acuerdo a los Miembros de la Demanda Colectiva. El Monto Bruto del Acuerdo de cada Miembro de la Demanda Colectiva se asignará de la siguiente manera: El 20% se considerará salario (sujeto a las retenciones y deducciones salariales legalmente exigidas y comunicado mediante el formulario W-2 del IRS) y el 80% se tratará como intereses y sanciones (comunicado mediante el formulario 1099 del IRS).

Se prevé que los beneficios del acuerdo se harán llegar a los miembros de la demanda colectiva a más tardar el 1 de enero de 2023. Usted tiene tres opciones: (1) participar en el acuerdo y recibir su parte de los beneficios del acuerdo; (2) objetar el acuerdo; o (3) solicitar la exclusión del acuerdo.

¿Tiene alguna pregunta? Llame al (888) 250-6810

ILYM ID: <<ILYM ID>>

(1) SI DESEA FORMAR PARTE DEL ACUERDO Y OBTENER EL PAGO, NO ESTÁ OBLIGADO A REALIZAR NINGUNA OTRA ACCIÓN.

Todos los Miembros de la Demanda Colectiva que no se excluyan del acuerdo recibirán automáticamente el pago de su parte de los beneficios del acuerdo. Según los registros del Demandado, usted trabajó <<workweeks>> semanas de trabajo para el Demandado durante el Periodo de la Demanda Colectiva, lo que significa que su pago bruto del acuerdo (la cantidad antes de las deducciones fiscales) se estima en aproximadamente

<Est. Settlement Amount>.

Dependiendo de la Orden de Aprobación Final del Tribunal, la cantidad bruta que usted recibirá si el Tribunal aprueba definitivamente el acuerdo puede variar de la cantidad estimada anteriormente. Si usted participa en el acuerdo, estará obligado, tras la aprobación definitiva del acuerdo, a renunciar a las reclamaciones contra el Demandado que se describen a continuación y perderá el derecho a demandar al Demandado por cualquiera de las reclamaciones presentadas o que podrían haberse presentado contra el Demandado en la Demanda.

Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo, ya que éste enviará su pago a la dirección que figura en sus archivos. Si se muda, proporcione al Administrador del Acuerdo su nueva dirección. Si no está de acuerdo con el número de semanas de trabajo indicado anteriormente, puede presentar información al Administrador del Acuerdo sobre lo que cree que es el número correcto de semanas de trabajo que trabajó para el Demandado como empleado no exento en California durante el Período de la Demanda Colectiva. Dicha información, incluyendo cualquier documento justificativo, se debe presentar al Administrador del Acuerdo a más tardar el 20 de agosto de 2022. Puede comunicarse con el Administrador del Acuerdo en relación con su nueva dirección o con la información sobre lo que usted cree que es la cantidad correcta de semanas de trabajo por teléfono 888.250.6810, por correo electrónico claims@ilymgroup.com, o por correo postal a PO Box 2031, Tustin, CA 92681. También puede comunicarse con el Abogado de la Demanda Colectiva para proporcionar esta información.

(2) USTED PUEDE PRESENTAR OBJECIONES AL ACUERDO MIENTRAS NO SE EXCLUYA DEL MISMO.

Mientras no se excluya del Acuerdo, tiene derecho a objetar presentando una declaración escrita con su nombre completo, dirección, los últimos cuatro dígitos de su Número de Seguro Social o número de identificación de empleo, el nombre y número del caso (Brenda Garcia v. Titanium Alarm, LLC, Caso N° CIVDS2013199 del Tribunal Superior del Condado de San Bernardino), una declaración en la que indique que tiene objeciones al Acuerdo, las razones legales y fácticas de la objeción y su firma. La objeción debe enviarse antes del 20 de agosto de 2022, por correo ordinario, al Administrador del Acuerdo a la siguiente dirección: Garcia v. Titanium Alarm, LLC, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. También tiene derecho a comparecer en la Audiencia de Equidad Definitiva el 3 de octubre de 2022 a las 10:00 a.m. en el Departamento S-26 del Tribunal Superior de San Bernardino, ubicado en 247 West Third Street, San Bernardino, California 92415. Si el Tribunal rechaza su objeción y concede la aprobación final del Acuerdo, usted quedará obligado por la exención de las reclamaciones contra el Demandado que se describe a continuación y perderá el derecho a demandar al Demandado por cualquiera de las reclamaciones que se hayan hecho valer o que se hayan podido hacer valer en la Demanda. Mientras no se excluya del Acuerdo, recibirá un pago del acuerdo incluso si presenta una objeción inválida al Acuerdo.

(3) PUEDE EXCLUIRSE DEL ACUERDO: NO RECIBIRÁ NINGÚN PAGO Y NO ESTARÁ SUJETO A LA LIBERACIÓN DE RECLAMACIONES Y A LA SENTENCIA ESTIPULADA.

Si desea excluirse del Acuerdo, debe presentar una solicitud por escrito al Administrador del Acuerdo a más tardar el 20 de agosto de 2022. Para excluirse, debe (i) indicar el nombre y el número del caso; (ii) indicar su nombre completo y su dirección; (iii) indicar claramente que solicita que se le excluya del Acuerdo; (iv) indicar los últimos cuatro dígitos de su número de la seguridad social o de su número de identificación de empleado; (v) firmar la solicitud de exclusión; y (vi) devolver la solicitud de exclusión por correo de primera clase de los Estados Unidos al Administrador del Acuerdo (a la dirección indicada en la subsección (2) de modo que lleve el matasellos a más tardar el 20 de agosto de 2022.

¿Tiene alguna pregunta? Llame al (888) 250-6810

ILYM ID: <<ILYM ID>>

Si se excluye del Acuerdo, no tendrá derecho a cobrar ninguna indemnización del acuerdo ni a presentar objeciones al mismo, pero conservará el derecho a presentar cualquier reclamación que crea tener contra el Demandado. Si el Tribunal concede la aprobación definitiva del Acuerdo, los Miembros de la Demanda Colectiva que no se excluyan debidamente del acuerdo de la demanda colectiva quedarán obligados por el Acuerdo, incluida su exención de reclamaciones y la Sentencia. Los Miembros de la Demanda Colectiva que opten debidamente por excluirse del acuerdo de la demanda colectiva no tendrán ningún otro papel en esta acción, y a todos los efectos se considerarán como si nunca hubieran sido parte de esta demanda.

LIBERACIÓN DE LAS RECLAMACIONES DE LOS MIEMBROS DE LA DEMANDA COLECTIVA DEL ACUERDO:

Si usted no se excluye del Acuerdo, una vez que el Tribunal apruebe definitivamente el Acuerdo, se considerará que usted ha liberado todas las reclamaciones contra el Demandado y cualquier empresa matriz, subsidiaria y afiliada anterior y actual, y sus funcionarios, directores, empleados, socios, accionistas y agentes, y cualquier otro sucesor, cesionario o representante legal ("Partes Exoneradas"), de todas y cada una de las reclamaciones, derechos, demandas, responsabilidades y causas de acción en virtud de la ley de California que los Miembros de la Demanda Colectiva hayan tenido o tengan ahora contra la Parte Exonerada por cualesquiera actos ocurridos durante el Período de Exoneración que fueron alegados en la Demanda o que podrían haber sido alegados sobre la base de los fundamentos de hecho idénticos de las alegaciones en la Demanda, incluyendo específicamente cualesquiera de tales reclamaciones por incumplimiento de pago de salarios mínimos, incumplimiento del pago de horas extras, incumplimiento de la obligación de proporcionar periodos de comida, incumplimiento de la obligación de proporcionar declaraciones salariales precisas, competencia desleal, y incumplimiento del pago de todos los salarios tras el despido, y cualquier reclamación relacionada con ello por daños y perjuicios, restitución, intereses, sanciones, costes y honorarios de abogados.

EL PRÓXIMO PASO:

El 3 de octubre de 2022, a las 10:00 a.m., se celebrará una Audiencia de Equidad Definitiva en el Departamento S-26 del Tribunal Superior de San Bernardino, ubicado en 247 West Third Street, San Bernardino, California 92415. **No está obligado a asistir a la audiencia, pero, como Miembro de la Demanda Colectiva, puede hacerlo. Si presenta una objeción oportuna al Acuerdo, tiene derecho a hablar en la audiencia sobre su objeción. También tiene derecho a contratar a un abogado, a su cargo, para que hable en su nombre. Si no presenta una objeción a tiempo, el Tribunal decidirá si se le permite hablar en la audiencia.**

CÓMO OBTENER INFORMACIÓN ADICIONAL:

Este Aviso únicamente proporciona un resumen de la Demanda y de la Conciliación. Para obtener más información, puede comunicarse con los abogados que representan a la demanda colectiva en la dirección o el número de teléfono indicados a continuación, con el Administrador del Acuerdo en la dirección indicada a continuación, o acceder a los registros del Tribunal.

Puede contactar a los abogados de la Demandante:

Kelsey M. Szamet, Esq.
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, California 91436
Tel: (818) 990-8300
Fax: (818) 990-2903

Puede contactar al Administrador del Acuerdo en:

ILYM Group, Inc.
Dirección postal: PO Box 2031, Tustin, CA 92781
Correo electrónico: claims@ilymgroup.com
Número gratuito: 888.250.6810

También puede revisar el expediente del Tribunal en el Tribunal Superior del Condado de San Bernardino, ubicado en 247 West Third Street, San Bernardino, California 92415.

POR FAVOR, NO SE PONGA EN CONTACTO CON EL TRIBUNAL ACERCA DE ESTE AVISO

¿Tiene alguna pregunta? Llame al (888) 250-6810

ILYM ID: <<ILYM ID>>

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On September 8, 2022, I served all interested parties in this action the following documents described as: **DECLARATION OF KAREN HERNANDEZ OF ILYM GROUP, INC., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

John K. Rubiner Michelle T. Harrington Matthew S. Jones jrubiner@fmglaw.com mharrington@fmglaw.com mjones@fmglaw.com Freeman Mathis & Gary, LLP 550 South Hope Street, 22nd Floor Los Angeles, CA 90071-2627	Walter L. Haines admin@uelglaw.com UNITED EMPLOYEES LAW GROUP, PC 4276 Katella Avenue, Suite #301 Los Alamitos, CA 90720
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[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 8, 2022, at Woodland Hills, California.



Michelle Tanzer