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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF KERN—METROPOLITAN DIVISION

JOSE AGUILAR SANDOVAL, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

MADLAND TOYOTA-LIFT, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. BCV-20-100810-TSC

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

Date: February 24, 2022

Judge: Thomas S. Clark
Dept.: 17

1 I, Nathalie 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 the
3 Operations Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the
4 professional settlement services provider who has been retained by the Parties’ Counsel and
5 subsequently appointed by the Court to serve as the Claims Administrator for the above captioned
6 *Sandoval v. Madland Toyota-Lift, Inc., et al.* matter. I am authorized to make this declaration on
7 behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called
8 upon to testify, I could 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 Class Action Settlement* and *Summary Sheet* in English and Spanish (referred to as
18 “Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving Settlement
19 Class Members’ disputes over the number of workweeks Defendants have record of them working
20 during the Class Period, which was pre-printed on their individualized Information Sheet; (d)
21 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 November 16, 2021, ILYM Group received the Court approved text for the
27 Notice Packet from Counsel for Defendant. ILYM Group prepared a draft of the formatted Notice
28 Packet, which was approved by the Parties’ Counsel and translated into Spanish prior to mailing.

1 5. On November 19, 2021, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 employment dates for each Settlement Class Member. The data file was uploaded to our database
4 and checked for duplicates and other possible discrepancies. The Class List contained 120
5 individuals.

6 6. As part of the preparation for mailing, all 120 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On December 6, 2021, the Notice Packet was mailed, via U.S First Class Mail, to
15 all 120 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 3 Notice Packets have been returned to our office
18 as undeliverable. ILYM Group performed a computerized skip trace on the 3 returned Notice
19 Packets that did not have a forwarding address, in an effort to obtain an updated address for purpose
20 of re-mailing the Notice Packet. As a result of this skip trace, 3 updated addresses were obtained
21 and the Notice Packet was promptly re-mailed to those Settlement Class Members, via U.S First
22 Class Mail.

23 9. As of the date of this declaration, a total of 3 Notice Packets have been re-mailed.
24 Specifically, 3 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

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

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

12. As of the date of this declaration, ILYM Group will report a total of 120 Participating Claimants, representing 100% of the 120 Settlement Class Members.

13. 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 Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Award, Claims Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

Gross Settlement Fund	\$325,000.00
Class Counsel Fees	\$108,333.33
Class Counsel Expenses	\$20,000.00
Enhancement Award	\$10,000.00
ILYM Group Fees	\$10,000.00
LWDA	\$7,500.00
Net Settlement Fund	\$169,166.67

To determine a Participating Claimant's individual settlement award payment, the respective Compensable Work Weeks for each Settlement Class Members will be divided by the total Compensable Work Weeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Members. Each Settlement Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. Based on these calculations, the Participating Claimants will receive an estimated average gross payment of \$1,409.72, with the estimated highest gross payment being \$3,776.58.

14. 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 \$10,000.00. 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

1 Group to perform.

2 I declare under penalty of perjury under the laws of the State of California and the United
3 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
4 was executed this 27th day of January 2022, at Tustin, California.

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8 *Nathalie Hernandez*
9 NATHALIE HERNANDEZ
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EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Jose Aguilar Sandoval, et al. v. Madland Toyota-Lift, Inc, et al.
California Superior Court, County of Kern, Case No. BCV-20-100810-TSC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you are or were employed by Madland Toyota-Lift, Inc. to work as a non-exempt, hourly employee in California at any time between March 20, 2016 and November 2, 2021, this class action settlement may affect your rights.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Sandoval, et al. v. Madland Toyota-Lift, Inc., et al.*, California Superior Court, County of Kern, Case No. BCV-20-100810-TSC (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the case, and to inform you of your rights and options in connection with the Action and the proposed Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Madland Toyota-Lift, Inc. (“Defendant”), as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. However, you will not receive an individual settlement payment under the Settlement.
OBJECT	To object to the Settlement, you must write to the Settlement Administrator about why you do not like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All non-exempt, hourly employees of Madland Toyota-Lift, Inc. who worked in California from March 20, 2016 through November 2, 2021 (“Class Period”).

According to Defendant’s records, you are a member of the Class (a “Class Member”).

What is this case about?

In the Action, Jose Aguilar Sandoval (“Plaintiff”) alleges on behalf of himself and the Class the following claims against Defendant: failure to pay wages (including, but not limited to, overtime, final pay upon termination, and minimum wage), failure to pay for all hours worked (including, but not limited to, minimum wages, straight time wages, and overtime wages), failure to provide and/or authorize meal and rest periods, failure to pay meal premiums, failure to pay rest and recovery period premiums, failure to provide itemized wage statements and penalties, waiting time penalties, civil and statutory penalties, and other claims and penalties under the California Labor Code or Business & Professions Code (including Section 17200 *et seq.*); as well as a representative action for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”). In the Action, Plaintiff seeks unpaid wages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendant denies any and all wrongdoing and maintains that it has paid all of their non-exempt, hourly employees in compliance with all applicable laws. Defendant notes that this Settlement was established specifically to avoid the cost and expense of proceeding with litigation and does not constitute an admission or concession of liability, guilt, or wrongdoing by Defendant. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses; however, the Court has granted preliminary approval of this Settlement based on Plaintiff’s Motion for Preliminary Approval of the Proposed Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), by and through their attorneys, and is not an admission or concession of liability, guilt, or wrongdoing on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of all Class Members.

Who are the attorneys in this Lawsuit?

Class Counsel

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Counsel for Madland Toyota-Lift, Inc.

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David D. Blaine, SBN 196124
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Bakersfield, California 93309
Telephone: (661) 864-7826
Facsimile: (661) 878-9797

What are the Settlement terms?

Subject to final Court approval, Defendants have agreed to pay \$325,000.00 (the "Gross Settlement Amount") in exchange for a release of all claims as asserted by Plaintiff and Class Members in the lawsuit.

It is estimated that, subject to Court approval, after deducting the attorneys' fees, litigation costs, service award to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") for PAGA penalties, and administrative expenses from the Gross Settlement Amount, at least \$166,666.67 ("Net Settlement Amount") will be available for distribution to Settlement Class Members. From this Net Settlement Amount, Defendants will make an Individual Settlement Payment to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member").

The Net Settlement Amount shall be divided among all members of the Settlement Class based on the ratio of the number of Compensable Work Weeks worked by each member of the Settlement Class, to the total number of Work Weeks worked by all members of the Settlement Class. Your estimated Individual Settlement Payment is listed on the Summary Sheet enclosed in this Notice Packet.

Individual Settlement Payments will be issued to Settlement Class Members in the form of a check. Checks issued to Settlement Class Members pursuant to this Agreement shall remain negotiable for One-Hundred Eighty (180) days. Any Settlement Class Member who fails to timely negotiate (i.e., cash or deposit) an Individual Settlement Payment check will remain bound by the terms of the Settlement and all Court orders.

The amount of any settlement checks which remain un-negotiated after One Hundred-Eighty (180) days from the date of issuance of the check, will be paid by the Settlement Administrator to Settlement Class Members who negotiated their checks within One Hundred-Eighty (180) days from issuance, on a pro rata basis, Thirty (30) days after termination of the negotiation period.

The sum of any unnegotiated settlement checks which are reallocated to those Settlement Class Members who have negotiated their checks within One Hundred Eighty (180) days from issuance will be paid to the Los Angeles Trial Lawyers' Charities if such reallocated settlement checks remain unnegotiated within One Hundred Eighty (180) days from issuance of the reallocated settlement checks.

For tax reporting purposes, the payments to Settlement Class Members will be allocated as follows: 33.33% as wages and 66.66% as non-wages (penalties and interest). The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Awards, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$108,333.33 and reimbursement of reasonable costs incurred in the Action not to exceed \$20,000. In addition, Class Counsel will ask the Court to authorize a Service Award payment of up to \$10,000 to Plaintiff for his efforts in prosecuting the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$10,000.00. A payment in the amount of \$10,000 will also be made to the LWDA for PAGA penalties. All of these amounts will be deducted from the Gross Settlement Amount. Any amounts requested in this paragraph that are not awarded by the Court will be included in the Net Settlement Amount and will be distributed to the Settlement Class as set forth above.

What claims are being released by the proposed Settlement?

Upon the date the Settlement is finally approved by the Court, Plaintiff and each member of the Settlement Class shall be deemed to have fully, finally, and forever released Defendants, from March 20, 2016 through November 2, 2021, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the allegations and claims asserted in the operative Complaint, including without limitation to, any and all claims for alleged unpaid wages (including but not limited to overtime, final pay upon termination, and minimum wage), alleged unpaid meal, rest and recovery period premiums, itemized wage statement penalties, waiting time penalties, and other claims and penalties under the California Labor Code or Business & Professions Code (including Section 17200 *et seq.*), claims and penalties under the California Labor Code Private Attorneys General Act and claims for restitution, disgorgement of profits, injunctive relief, and other equitable relief, liquidated damages, punitive damages, or statutory and civil penalties, and any other benefit claimed on account of the allegations asserted in the operative Complaint.

What are my options?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the Settlement, you **do not** need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must mail to the Settlement Administrator at ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781, a written brief or statement of objection ("Notice of Objection"). In order to be valid, your Objection must be postmarked on or before **January 20, 2022**. The Notice of Objection shall: (1) state your full name; (2) state the dates you were employed by Defendant; (3) state the grounds for the objection; (4) indicate whether you intend to appear at the Final Approval Hearing; and (5) include any legal briefs, papers, or memoranda you propose submitting to the Court. Class Counsel will provide the Court with your objection prior to the final approval hearing. You can also hire an attorney at your own expense to represent you in your objection. **You cannot object to the Settlement if you exclude yourself from the Settlement.**

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a request for exclusion letter to the Settlement Administrator at ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. In order to be valid, your request for exclusion letter must be postmarked on or before **January 20, 2022**. The Request for Exclusion letter must contain your name, present address, telephone number, and a clear statement electing to be excluded from the Settlement. You must also sign the request for exclusion. If you do not timely mail a signed request for exclusion (as evidenced by the postmark), it will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above and all other Settlement terms. If you timely submit a signed request for exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement and will not be permitted to assert an objection to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Service Awards to the Plaintiffs, the settlement administration costs, and the payment to the LWDA for PAGA penalties on February 24, 2022, in Department 17 of the Kern County Courthouse, Kern County Superior Court, located at 1415 Truxtun Ave., Bakersfield, CA 93301. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. For more complete information, the pleadings and other records in this litigation, including complete copies of the Settlement, may be examined during regular court hours at the Kern County Superior Court.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

AVISO DE ACUERDO DE CONCILIACIÓN PARA DEMANDA COLECTIVA

Jose Aguilar Sandoval, et al. v. Madland Toyota-Lift, Inc, et al.

Tribunal Superior de California, Condado de Kern, Caso Núm. BCV-20-100810-TSC

Este aviso ha sido autorizado por un tribunal. No es una solicitud de un abogado. No es una demanda en su contra.

Si usted está o fue contratado por Madland Toyota-Lift, Inc. para trabajar como empleado no exento por horas en California en cualquier momento entre el 20 de marzo de 2016 y el 2 de noviembre de 2021, este acuerdo de conciliación para una demanda colectiva podría afectar sus derechos.

¿Por qué debería leer este Aviso?

Se ha llegado a un acuerdo de conciliación (el “Acuerdo”) para la demanda colectiva de título *Sandoval, et al. v. Madland Toyota-Lift, Inc., et al.*, Tribunal Superior de California, Condado de Kern, Caso Núm. BCV-20-100810-TSC (la “Demanda”). El motivo de este Aviso de acuerdo de conciliación para demanda colectiva (“Aviso”) es describir el caso brevemente e informarle sobre sus derechos y opciones en relación con la Demanda y el Acuerdo propuesto.

SUS DERECHOS LEGALES Y OPCIONES BAJO ESTE ACUERDO:	
NO HACER NADA	Si no hace nada, se le considerará parte del Colectivo del acuerdo y recibirá beneficios de conciliación como se explica con más detalle a continuación. También renunciará a su derecho de presentar una demanda separada en contra de Madland Toyota-Lift, Inc. (“Demandado”), como se explica con más detalle a continuación.
EXCLUIRSE DEL ACUERDO COLECTIVO	Usted puede tener la opción de presentar una demanda separada en contra del Demandado para los reclamos de esta demanda. Si desea hacerlo, entonces debe excluirse del Acuerdo por escrito. Sin embargo, no recibirá un pago de conciliación individual bajo este Acuerdo.
OBJETAR	Para objetar al Acuerdo, debe comunicarse por escrito con el Administrador del acuerdo y explicar por qué no le gusta el Acuerdo. Esta opción solo está disponible si no se excluye del Acuerdo.

¿Quiénes se ven afectados por el Acuerdo propuesto?

El Tribunal ha certificado, exclusivamente para efectos de conciliación, al siguiente colectivo (el “Colectivo”):

Todos los empleados de Madland Toyota-Lift, Inc. no exentos por horas que trabajaran en California del 20 de marzo de 2016 al 2 de noviembre de 2021 (“Período de la demanda”).

De acuerdo con los registros del Demandado, usted es un miembro del Colectivo (un “Miembro del colectivo”).

¿Sobre qué trata este caso?

En la Demanda, Jose Aguilar Sandoval (“Demandante”) alega en su propio nombre y en nombre del Colectivo los siguientes reclamos contra el Demandado: incumplimiento con el pago de salarios (incluyendo, entre otros, horas extraordinarias, pagos finales por despidos y salarios mínimos), incumplimiento con el pago de todas las horas trabajadas (incluyendo, entre otros, salarios mínimos, salarios por horas ordinarias y salarios por horas extraordinarias), incumplimiento al no proveer y/o autorizar períodos de descanso y para comer, incumplimiento con el pago de primas de comidas, incumplimiento con el pago de primas por los períodos de descanso y recuperación, incumplimiento al no proveer declaraciones salariales y sanciones detalladas, sanciones por tiempo de espera, sanciones civiles y legales y otros reclamos y sanciones bajo el Código de Trabajo de California o el Código de Negocios y Profesiones (incluyendo el artículo 17200 y siguientes); así como también una demanda de representación por sanciones civil bajo la Ley General de Abogados Privados (“PAGA”, por sus siglas en inglés) del Código de Trabajo de California. Con la Demanda, el Demandante busca la liquidación de salarios impagos, sanciones legales, sanciones civiles bajo la PAGA, indemnización, intereses, honorarios legales y gastos.

El Demandado niega todos los alegatos y sostiene que emitió pagos a todos sus empleados no exentos por horas de acuerdo con las leyes aplicables. El Demandado aclara que este Acuerdo se estableció específicamente para evitar los costos y gastos de continuar con la litigación y que no constituye un admisión o concesión de responsabilidad, culpa o daño alguno por

parte del Demandado. El Tribunal no ha emitido fallo sobre los fondos de los reclamos del Demandante o las defensas del Demandado; sin embargo, ha otorgado la aprobación preliminar de este Acuerdo con base en la Petición del Demandante para la aprobación preliminar del acuerdo de conciliación.

El presente Acuerdo es un compromiso que se ha otorgado luego de extensas negociaciones de buena fe entre el Demandante y el Demandado (las “Partes”) con y a través de sus abogados, y no es una admisión o concesión de responsabilidad, culpa o daño alguno por parte del Demandado. Ambas partes aceptan que, en vista de los riesgos y gastos asociados con las litigaciones continuas, este Acuerdo es justo, adecuado y razonable. El Demandante y los Abogados del colectivo creen que este Acuerdo resguarda los intereses de todos los Miembros del colectivo.

¿Quiénes son los abogados de esta Demanda?

Abogados del colectivo

WILSHIRE LAW FIRM
Justin F. Marquez, SBN 362417
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Rachel J. Vinson, SBN 331434
3055 Wilshire Blvd., 12th Floor
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Abogados de Madland Toyota-Lift, Inc.

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5016 California Avenue, Suite 3
Bakersfield, California 93309
Teléfono: (661) 864-7826
Facsimile: (661) 878-9797

¿Cuáles son los términos del Acuerdo?

Sujeto a la aprobación final del Tribunal, los Demandados han acordado pagar 325.000,00 dólares (el “Monto bruto del acuerdo”) a cambio de la exoneración de todos los reclamos manifestados por el Demandante y los Miembros del colectivo en la demanda.

Se estima que, sujeto a la aprobación del Tribunal, después de deducir los honorarios legales, los costos del litigio, la compensación por el servicio del Demandante, el pago a la Agencia de Desarrollo Laboral de California (“LWDA”, por sus siglas en inglés) por las sanciones de PAGA y los gastos administrativos del Monto bruto del acuerdo, al menos 166.666,67 dólares (“Monto neto del acuerdo”) estarán disponibles para su distribución a los Miembros del colectivo del acuerdo. De este Monto neto del acuerdo, los Demandados efectuarán un Pago de conciliación individual a cada Miembro del colectivo que no opte por excluirse del Colectivo del acuerdo (“Miembro del colectivo del acuerdo”).

El Monto neto del acuerdo se dividirá entre todos los miembros del Colectivo del acuerdo sobre la base de la proporción del número de Semanas laborales compensables trabajadas por cada miembro del Colectivo del acuerdo, con respecto al número total de Semanas laborales trabajadas por todos los miembros del Colectivo del acuerdo. Su Pago de conciliación individual estimado se encuentra en la Hoja de resumen adjunta a este Paquete de aviso.

Los Pagos de conciliación individual se emitirán a los Miembros del colectivo del acuerdo en forma de cheque. Los cheques emitidos a los Miembros del colectivo del acuerdo en virtud de este Acuerdo seguirán siendo negociables durante ciento ochenta (180) días. Cualquier Miembro del colectivo del acuerdo que no negocie oportunamente (es decir, que no cobre o deposite) un cheque de Pago de conciliación individual seguirá estando obligado por los términos del Acuerdo y por todas las órdenes del Tribunal.

El importe de cualquier cheque del Acuerdo que permanezca sin negociar después de ciento ochenta (180) días a partir de la fecha de emisión del cheque, será pagado por el Administrador del acuerdo a los Miembros del colectivo del acuerdo que negociaron sus cheques dentro de los ciento ochenta (180) días a partir de la emisión, de forma prorrateada, treinta (30) días después de la finalización del período de negociación.

La suma de los cheques de conciliación no negociados que se reasignen a los Miembros del colectivo del acuerdo que hayan negociado sus cheques dentro de los ciento ochenta (180) días a partir de su emisión se pagará a Los Angeles Trial Lawyers' Charities si dichos cheques de conciliación reasignados siguen sin negociarse dentro de los ciento ochenta (180) días a partir de la emisión de los cheques de conciliación reasignados.

A efectos de información fiscal, los pagos a los Miembros del colectivo del acuerdo se asignarán de la siguiente manera: 33,33% como salariales y 66,66% como no salariales (sanciones e intereses). La parte salarial de los Pagos de conciliación

individual estará sujeta a la retención de los impuestos locales, estatales y federales aplicables y el Administrador del acuerdo deducirá los impuestos de nómina aplicables de la parte salarial de los Pagos de conciliación individual.

Ninguna de las Partes ni los abogados hacen declaraciones sobre las consecuencias fiscales de este Acuerdo o de su participación en él. Los Miembros del colectivo del acuerdo deben consultar con sus propios asesores fiscales sobre las consecuencias fiscales del Acuerdo. Los Abogados del colectivo no puede ofrecer asesoramiento sobre las consecuencias fiscales estatales o federales de los pagos a cualquier Miembro del colectivo del acuerdo.

Honorarios y gastos legales de los Abogados del colectivo, compensación por servicio como representante del colectivo para el Demandante, costos de administración del acuerdo y pago a la LWDA. Los Abogados del colectivo solicitarán al Tribunal que conceda los honorarios legales de hasta un máximo de 108.333,33 dólares y el reembolso de los gastos razonables incurridos en la Demanda que no superen los 20.000 dólares. Además, los Abogados del colectivo solicitarán al Tribunal que autorice el pago de una Compensación por servicio de hasta 10.000 dólares al Demandante por sus esfuerzos en la prosecución del caso en nombre del Colectivo. Las Partes estiman que el costo de administrar el Acuerdo no excederá los 10.000,00 dólares. También se hará un pago por la cantidad de 10.000 dólares a la LWDA por concepto de sanciones PAGA. Todas estas cantidades se deducirán del Monto bruto del acuerdo. Cualquier cantidad solicitada en este párrafo que no sea adjudicada por el Tribunal se incluirá en el Monto neto del acuerdo y se distribuirá al Colectivo del acuerdo según lo establecido anteriormente.

¿Qué reclamos se exoneran con el Acuerdo propuesto?

A partir de la fecha en que el Tribunal apruebe definitivamente el Acuerdo, se considerará que el Demandante y cada miembro del Colectivo del acuerdo habrán exonerado completamente, finalmente y para siempre a los Demandados, del 20 de marzo de 2016 hasta el 2 de noviembre de 2021, de todos y cada uno de los reclamos, deudas, responsabilidades, demandas, obligaciones, garantías, costes, gastos, honorarios legales, daños y perjuicios, acciones o causas de acción contingentes o acumuladas, que surjan de las alegaciones y los reclamos afirmados en la Demanda operativa, incluyendo, entre otras, todos y cada uno de los reclamos por presuntos salarios impagos (incluyendo, entre otros, horas extraordinarias, pagos finales por despido y salarios mínimos), presuntas primas impagas por comidas, períodos de descansos y recuperación, sanciones por declaraciones salariales detalladas, sanciones por tiempo de espera y otros reclamos y sanciones bajo el Código Laboral de California o el Código de Negocios y Profesiones (incluyendo el artículo 17200 y siguientes), reclamos y sanciones en virtud de la Ley General de Abogados Privados del Código de Trabajo de California y reclamos de indemnizaciones, devolución de beneficios, medidas cautelares y otras medidas equitativas, daños y perjuicios, daños punitivos o sanciones legales y civiles y cualquier otro beneficio reclamado a causa de las alegaciones afirmadas en la Demanda operativa.

¿Cuáles son mis opciones?

Usted tiene dos opciones en virtud de este Acuerdo, cada una de las cuales se discute a continuación. Usted puede: (A) permanecer en el Colectivo y recibir un Pago de conciliación individual o (B) excluirse del Acuerdo. Si elige la opción (A), también puede objetar al Acuerdo, como se explica a continuación.

Si permanece en el Colectivo, será representado por los Abogados del colectivo. Sin embargo, los Abogados del colectivo no le representará a efectos de presentar objeciones al Acuerdo. Si no se excluye del Acuerdo, estará sujeto a cualquier Fallo que se dicte en la Demanda, incluyendo la exoneración de los Reclamos exonerados como se describen anteriormente.

OPCIÓN A. Permanecer en el Colectivo. Si desea permanecer en el Colectivo y ser elegible para recibir un Pago de conciliación individual en virtud del Acuerdo, **no** necesita tomar ninguna acción. Al permanecer en el Colectivo y recibir el dinero de la conciliación, usted da su consentimiento para la exoneración de los Reclamos exonerados como se describen anteriormente.

Objeción al Acuerdo: Si cree que el Acuerdo propuesto no es justo, razonable o adecuado de alguna manera, puede objetarlo. Para objetar, debe enviar por correo al Administrador del acuerdo a ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781, un escrito o declaración de objeción (“Aviso de objeción”). Para que sea válida, su Objeción debe tener un sello postal de, a más tardar, el **20 de enero de 2022**. El Aviso de objeción deberá: (1) indicar su nombre completo; (2) indicar las fechas en las que estuvo contratado por el Demandado; (3) indicar los motivos de la objeción; (4) indicar si tiene intención de comparecer en la Audiencia de aprobación definitiva; y (5) incluir cualquier escrito, documento o memorando legal que proponga presentar al Tribunal. Los Abogados del colectivo proporcionarán al Tribunal su objeción antes de la audiencia de aprobación definitiva. También puede contratar a un abogado a su cargo para que lo represente en su objeción. **No puede objetar al Acuerdo si se excluye del mismo.**

OPCIÓN B. Si no desea estar obligado por el Acuerdo. Si no desea formar parte del Acuerdo, debe enviar una carta de solicitud de exclusión al Administrador del acuerdo a ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. Para que sea válida, su carta de solicitud de exclusión debe tener un sello postal de, a más tardar, el **20 de enero de 2022**. La carta de solicitud de exclusión debe contener su nombre, dirección actual, número de teléfono y una declaración clara en la que elija ser excluido del Acuerdo. También debe firmar la solicitud de exclusión. Si no envía oportunamente una solicitud de exclusión firmada (según lo demuestre el sello postal), esta será rechazada, se le considerará miembro del Colectivo del acuerdo y estará obligado por la exoneración de los Reclamos exonerados como se describe anteriormente y por todos los demás términos del Acuerdo. Si presenta oportunamente una solicitud de exclusión firmada, no tendrá ningún otro papel en la Demanda y no tendrá derecho a ningún beneficio como resultado de la Demanda y el Acuerdo y no se le permitirá hacer valer una objeción al Acuerdo.

¿Cuál es el siguiente paso para la aprobación del Acuerdo?

El Tribunal celebrará una Audiencia de aprobación definitiva en relación con la equidad, razonabilidad y adecuación del Acuerdo propuesto, el plan de distribución, la solicitud de los Abogados del colectivo de honorarios y gastos legales, las compensaciones por servicio a los Demandantes, los costos de administración del acuerdo y el pago a la LWDA en concepto de las sanciones de PAGA el 24 de febrero de 2022, en el Departamento 17 del Tribunal del Condado de Kern, Tribunal Superior del Condado de Kern, ubicado en 1415 Truxtun Ave. La Audiencia de aprobación definitiva puede continuar sin previo aviso a los Miembros del colectivo. Usted no está obligado a asistir a la Audiencia de aprobación definitiva para recibir un Pago de conciliación individual.

¿Cómo puedo obtener más información?

Este Aviso resume la Demanda y los términos básicos del Demanda. El Acuerdo de conciliación contiene más detalles. Para obtener información más completa, los alegatos y otros registros de este litigio, incluyendo las copias completas del Acuerdo, usted puede leerlas durante el horario de atención al público en el Tribunal Superior del Condado de Kern.

NO LLAME O LE ESCRIBA AL TRIBUNAL SOBRE ESTE AVISO

Sandoval, et al. v. Madland Toyota-Lift, Inc., et al.
Kern County Superior Court Case No. BCV-20-100810-TSC

SUMMARY SHEET

«Contact»

«Address_1»

«City», «State» «Zip»

The records of Madland Toyota-Lift, Inc. (“Defendant”) reflect the following:

You worked an estimated «Total_Workweeks» number of workweeks as a non-exempt employee for Defendant March 20, 2016 through November 2, 2021.

Although the precise amount of payment is subject to change depending on the number of Settlement Class Members and the length of their employment, at this time it is estimated that you will recover approximately \$«Estimated_Settlement_Amount».

Procedure for Disputing Information

If you dispute the estimated number of workweeks stated above, you may send a letter to the Settlement Administrator stating the reasons why you dispute the number of workweeks you worked and provide any supporting documentation that you have (e.g., any paystubs).

Any disputes and supporting documentation must be postmarked by January 20, 2022, and should be sent to the Settlement Administrator at the following address:

ILYM Group, Inc.
Settlement Administrator
Re: *Sandoval, et al. v. Madland Toyota-Lift, Inc., et al.*
Kern County Superior Court Case No. BCV-20-100810-TSC
P.O. Box 2031
Tustin, CA 92781

HOJA DE RESUMEN

«Contact»

«Address_1»

«City», «State» «Zip»

Los registros de Madland Toyota-Lift, Inc. (“Demandado”) indican que:

Usted trabajó un aproximado de «Total_Workweeks» semanas laborales como empleado no exento para el Demandado del 20 de marzo de 2016 al 2 de noviembre de 2021.

Aunque la cantidad exacta del pago está sujeta a cambios dependiendo de la cantidad de Miembros del colectivo del acuerdo y la duración de su relación laboral, en este momento, se estima que usted recibirá una compensación de \$«Estimated_Settlement_Amount» dólares aproximadamente.

Procedimiento para impugnar la información

Si no está de acuerdo con la cantidad estimada de semanas laborales indicada anteriormente, puede enviar una carta al Administrador del acuerdo en la que exponga las razones por las que no está de acuerdo con la cantidad de semanas laborales que trabajó y proporcione los documentos justificativos que tenga (por ejemplo, recibos de nómina, etc).

Todas las impugnaciones y documentos justificativos deberán tener sello postal de, a más tardar, el 20 de enero de 2022 y deberán enviarse al Administrador del acuerdo a la siguiente dirección:

ILYM Group, Inc.
Settlement Administrator
Re: *Sandoval, et al. v. Madland Toyota-Lift, Inc., et al.*
Kern County Superior Court Case No. BCV-20-100810-TSC
P.O. Box 2031
Tustin, CA 92781

Jose Aguilar Sandoval v. Madland Toyota-Lift, Inc., et al.
BCV-20-100810-TSC

I, Min Jee Kim, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is minjee@wilshirelawfirm.com.

MADLAND TOYOTA-LIFT, INC.

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1 I declare under the penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct.

3 Executed on **January 31, 2022**, at Los Angeles, California.

4 Min Jee Kim
5 _____
6 Type or Print Name

7 _____
8 Signature