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Attorneys for Defendant, Astro Company, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDO

JULIO MAYA HERNANDEZ, individually,
on a representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ASTRO COMPANY, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendant.

Case No. CIVDS2011280

*[Assigned to Honorable David Cohn, Dept.
S26, for all purposes]*

CLASS ACTION

**DECLARATION OF JARROD SALINAS
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Hearing Date: September 28, 2022

Hearing Time: 10:00 a.m.

Hearing Place: Department S26

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1 7. On August 3, 2022, PSA mailed this individual a letter advising that he did not qualify
2 for this Settlement and had been removed as a Class Member. A redacted copy of the letter is attached
3 hereto as **Exhibit B**. This brings the class list down to a total of 277 Class Members.

4 8. As of the date of this declaration, zero Notice Packets have been returned to PSA as
5 undeliverable.

6 9. As of the date of this declaration, all Notice Packets are considered deliverable.

7 10. PSA has received zero Requests for Exclusion (*i.e.* “Opt-Out’s”). The deadline for
8 Class Members to submit an “Opt-Out” request was August 22, 2022.

9 11. PSA has received zero Objections to the Settlement. The deadline for Class Members
10 to submit an “Objection” to the Settlement was August 22, 2022.

11 12. There were no disputes submitted by the Class Members regarding their Work Week
12 calculations.

13 13. There are 277 Participating Class Members who will be paid their portion of the Net
14 Settlement Amount, estimated to be \$189,504.31. This amount was determined by subtracting the
15 Class Counsel attorneys' fees (\$116,666.66), Class Counsel costs payment (\$6,329.03), Class
16 Representative Enhancement Award (\$7,500.00), the LWDA distribution (\$18,750.00), and the
17 Settlement Administrator costs (\$5,000.00) from the Gross Settlement Amount (\$350,000.00). Based
18 upon the calculations stipulated in the Settlement, the highest individual settlement payment to be paid
19 will be approximately \$2,712.23, and the lowest individual settlement payment to be paid will be
20 approximately \$8.58, with the average individual settlement payment to be paid being approximately
21 \$684.13, without applicable taxes, withholdings, and employee garnishments. The Participating Class
22 Members collectively worked 22,079 Work Weeks during the Class Period, so each Work Week will
23 have a value of \$8.58.

24 14. Additionally, \$25,000 of the Gross Settlement Amount has been designated as the
25 “PAGA Penalties” – 75% of which will be distributed to the LWDA and the remaining 25% to the
26 Aggrieved Employees on a pro rata basis. There are 188 Aggrieved Employees who worked during
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1 the PAGA Period and they will receive \$33.24 on average, although their actual payment will be based
2 on the number of Weeks Worked during the PAGA Period.

3 15. PSA's costs associated with the administration of this matter are \$5,000.00. This
4 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
5 distribution.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. Executed this 30th day of August 2022, at Orange, California.

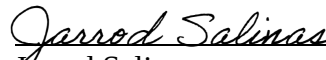
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Jarrod Salinas

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION**Julio Maya Hernandez v. Astro Company, Inc.****Superior Court of the State of California, County of San Bernardino****Case No. CIVDS2011280**

To: all current and former non-exempt (hourly paid) employees of Defendant Astro Company, Inc., who worked in the State of California at any time between, May 29, 2016 and June 21, 2022 (the “Class” or “Class Members”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on September 28, 2022, to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

«Contact»:

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately «Est_Set_Amt» as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of eligible weeks you worked at Astro Company in California between May 29, 2016 and June 21, 2022 (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement, you may “opt-out” of the settlement. If you choose to opt-out, you must submit a Request for Exclusion by August 22, 2022 (see Section V for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment, but you will preserve your right to pursue the Released Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.
OBJECT	If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by August 22, 2022, (see Section V for more details on how to object).
DISPUTE YOUR NUMBER OF WORK WEEKS	If you believe that your number of Work Weeks listed above is incorrect, you may contact the Settlement Administrator to dispute your Work Week calculation (see Section IV for more details on how to dispute your Work Weeks). You may provide evidence to the Settlement Administrator showing that your Work Week calculation is inaccurate.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Hernandez v. Astro Company, Inc.*, San Bernardino County Superior Court Case No. CIVDS2011280 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Astro Company’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between May 29, 2016 and June 21, 2022 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Astro Company as a non-exempt employee in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On May 29, 2020, Plaintiff and Class Representative Julio Maya Hernandez, through his attorneys (“Class Counsel”), filed a class and representative action complaint against Astro Company for alleged wage and hour violations on behalf of all current and former non-exempt employees who were employed by Astro Company in California at any time since May 29, 2016. Plaintiff alleges that Astro Company violated various Labor Code sections by failing to pay wages for all hours worked, provide all required meal and rest breaks, reimburse for expenses, timely pay final wages, provide accurate and complete wage statements, and other related claims.

Astro Company has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Astro Company is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Astro Company has agreed to settle the case as part of a compromise with Plaintiff and the Class Members.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Astro Company and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm’s length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Astro Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Astro Company, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Astro Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the Class Members’ attorneys?

Attorneys for the Class Members:

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Peter Carlson, Esq.
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IV. What are the terms of the Settlement?

On June 21, 2022, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by Astro Company in California at any time between May 29, 2016 and June 21, 2022 (the “Settlement Class”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, (“Participating Class Members”) will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against Astro Company.

Without admitting any wrongdoing, Astro Company has agreed to pay \$350,000 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Maximum Settlement Amount:

Settlement Administration Costs. The Court has approved Phoenix Class Action Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$5,000 will be paid from the Maximum Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency. The Labor Code Private Attorneys General Act (PAGA) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$25,000 of the Maximum Settlement Amount will be allocated to Plaintiff’s claim under the Private Attorneys General Act of 2004 (“PAGA”). Of this amount, \$18,250 will be paid to the California Labor Workforce Development Agency (LWDA) in satisfaction of the claims for penalties under PAGA, and the remaining \$6,750 will be divided between all Aggrieved Employees on a Workweek basis. Aggrieved Employees includes “all current and former non-exempt employees of Astro Company who worked in the State of California at any time during the period of May 29, 2019 through June 21, 2022.” Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the \$6,750 allocation:

Aggrieved Employee?	Weeks Worked as Aggrieved Employee?	Your Share of PAGA Penalties
«User_1»	«PAGA_Work_Weeks»	«PAGA_Amount»

Service Payment to Class Representative. Class Counsel will ask the Court to award Class Representative a Service Payment in the amount of \$7,500 to Julio Maya Hernandez to compensate him for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also may receive a share of the Settlement as a Class Member.

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of one-third (\$116,666.66) of the common fund Maximum Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Maximum Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately «Est_Set_Amt». Compensable work weeks will be all Work Weeks that a Settlement Class Member worked in California during the Class Period. A Work Week includes any week in which a Class Member worked at least one shift/day during the week. To calculate each Individual Settlement Payment, the Settlement Administrator will divide the total Work Weeks of all Settlement Class Members into the Net Settlement Amount to determine a per “Work Week Value”. The Workweek Value will be multiplied by the number of Work Weeks worked by each Settlement Class Member during the Class Period to determine the Individual Settlement Payment, prior to legal deductions, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out).

For each Settlement Class Member, the Weeks Worked at Astro Company during the Class Period will be calculated from Astro Company’s records. Astro Company’s records indicate that you worked for «**Total_Weeks**» **Work Week(s)** in California during the Class Period of May 29, 2016, through June 21, 2022. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before August 22, 2022, with documentation to establish the number of weeks you claim to have actually worked for Astro Company in California between May 29, 2016 and June 21, 2022 (excluding any leaves of absence). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINSTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller’s Office in the name of the Participating Class Member, so that the Participating Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. 15% of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining 85% will be considered and reported as interest and penalties (Form

1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, it will be reported on IRS Form 1099 as income. Participating Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Astro Company and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Participating Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement and enters Judgment, and Astro Company funds the Settlement, then the Settlement Agreement will bind all Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against Astro Company. Specifically, the Participating Class Members will fully release and discharge the Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, of all claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to failure to timely pay wages each period and upon separation of employment, (g) failure to provide accurate itemized wage statements, (i) unfair and unlawful competition, and (j) all other claims for statutory penalties based on the facts or claims alleged in the Complaint. These released claims and damages are hereinafter referred to as “Released Claims.” The time period governing these Released Claims shall be at any time from May 29, 2016 and June 21, 2022 (“Release Period”).

Waiver of Labor Code Section 206.5(e). Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendant and the Defendant will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than August 22, 2022, with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE HERNANDEZ v. ASTRO COMPANY LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, Hernandez v. Astro Company, P.O. Box 7208, Orange, CA 92863, **postmarked no later than August 22, 2022**. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object,

appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object, you must submit a written objection stating your full name, address, telephone number, dates of employment at Astro Company, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, **by no later than August 22, 2022**. Objections that do not include all required information, or that are not submitted timely, will not be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for September 28, 2022, at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before August 22, 2022. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Astro Company in California while performing nursing duties at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs and the Service Payment to the Class Representative on September 28, 2022, at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement (the Settlement Agreement) at Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

IX. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is **August 22, 2022**. The deadline for mailing an objection to the Settlement Administrator is **August 22, 2022**. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

EXHIBIT B

Julio Maya Hernandez v. Astro Company, Inc.
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

August 3, 2022

PSA ID: HERASTRC197

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED],

On July 22, 2022, you were mailed a Notice of Settlement of Class Action.

Class Members consist of current and former non-exempt (hourly paid) employees of Defendant Astro Company, Inc., who worked in the State of California at any time between, May 29, 2016 and June 21, 2022 (the “Class” or “Class Members”).

As you were an owner of the Astro Company, Inc., you do not qualify for this Settlement and have been removed as a Class Member.

Sincerely,

Phoenix Settlement Administrators