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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 JAMES AVILEZ, individually and on behalf of
all others similarly situated,

13 Plaintiff,

14 v.

15 GORLITZ SEWER & DRAIN, INC., a
16 California corporation, and DOES 1 through 20,
inclusive,

17 Defendants.

Case No. 20STCV21169

**FIRST AMENDED STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE**

1 This First Amended Stipulation of Class Action Settlement and Release (hereinafter referred to
2 as “this Stipulation”) is made and entered into by and between James Avilez (hereinafter referred to as
3 “Plaintiff” or “Class Representative”) on behalf of himself and the Settlement Class as defined below,
4 and Gorlitz Sewer & Drain, Inc. (hereinafter referred to as “Defendant”), and is subject to the terms
5 and conditions herein and the preliminary and final approvals of the Los Angeles Superior Court
6 (hereinafter referred to as “the Court”). Plaintiff and Defendant are hereinafter collectively referred to
7 as “the Parties.”

8 **BACKGROUND AND RECITALS**

9 1. On November 25, 2019, Plaintiff’s counsel submitted to Defendant a demand letter
10 advising of Plaintiff’s intention to pursue a putative class action under California Code of Civil
11 Procedure §382 and a representative action under the Private Attorneys General Act of 2004
12 (hereinafter referred to as “PAGA”), California Labor Code (hereinafter referred to as “Labor Code”)
13 §2698 et seq., against Defendant arising from alleged violations of the Labor Code and Industrial
14 Welfare Commission (hereinafter referred to as “IWC”) Wage Order No. 1-2001. Thereafter, the
15 Parties’ counsel exchanged communications regarding Plaintiff’s claims, Defendant’s defenses, and
16 the Parties’ shared desire to resolve all claims via a proposed class action settlement. Defendant has
17 denied any violation of the Labor Code, IWC Wage Order No. 1-2001 or any other law (state or federal)
18 and further denied any wrongdoing whatsoever.

19 2. On April 29, 2020, the Parties participated in a full-day mediation of Plaintiff’s claims
20 against Defendant with the Honorable Judge Margaret A. Nagle, Ret., a mediator with JAMS who has
21 substantial experience mediating wage-and-hour class actions. At the conclusion of the mediation, the
22 Parties reached an agreement to resolve Plaintiff’s claims against Defendant on the terms and
23 conditions set forth in this Stipulation (hereinafter referred to as “the Settlement”) which contemplates,
24 *inter alia*: Plaintiff’s filing of a Class Action and Representative Action Complaint (hereinafter referred
25 to as “the Complaint”) against Defendant in the Los Angeles County Superior Court; Defendant’s filing
26 of an Answer generally denying all material allegations in the Complaint and various affirmative
27 defenses to Plaintiff’s claims; the Parties’ good faith participation in confirmatory discovery; and
28

1 Plaintiff's filings of unopposed motions for preliminary and final approvals of the Settlement reflected
2 in this Stipulation.

3 3. On May 29, 2020, Plaintiff filed the Complaint in the Los Angeles County Superior
4 Court in a putative class action entitled *James Avilez, individually and on behalf of all others similarly*
5 *situated v. Gorlitz, Sewer & Drain, Inc.*, Case No. TBD (hereinafter referred to as the "Action"). In
6 the Complaint, Plaintiff asserts his intention to seek certification of a class consisting of all persons
7 who were employed by Defendant and paid hourly rates at any time within the time period of four (4)
8 years preceding the filing of the Complaint up to and through the date of filing of the Complaint
9 (hereinafter referred to as "the Class Period") with respect to the following claims:

10 a. Defendant's alleged failure to pay all wages (including overtime wages where
11 appropriate) for all hours worked off-the-clock in violation of Labor Code §§204(a), 218.6, 510(a),
12 1194(a) and 1197 (First Cause of Action in the Complaint);

13 b. Defendant's alleged failure to provide accurate itemized wage statements in
14 violation of Labor Code §226(a) (Second Cause of Action in the Complaint);

15 c. Defendant's alleged failure to provide meal breaks in violation of Labor Code
16 §512(a) and IWC Wage Order No. 1-2001, §11(A) – (C) and to pay meal period premiums in violation
17 of Labor Code §226.7(c) and IWC Wage Order No. 1-2001, §11(D) (Third Cause of Action in the
18 Complaint);

19 d. Defendant's alleged failure to authorize and permit rest breaks in violation of
20 IWC Wage Order No. 1-2001, §12(A) and to pay rest period premiums in violation of Labor Code
21 §226.7(c) and IWC Wage Order No. 1-2001, §12(B) (Fourth Cause of Action in the Complaint);

22 e. Defendant's alleged failure to timely pay all wages due upon termination of
23 employment in violation of Labor Code §§201-203 (Fifth Cause of Action in the Complaint);

24 f. Defendant's allegedly unfair business practices in violation of California
25 Business & Professions Code §17200 et seq. (Sixth Cause of Action in the Complaint); and

26 g. Defendant's alleged liability for civil penalties under the Private Attorneys
27 General Act of 2004 ("PAGA"), Labor Code §2698 et seq. (Seventh Cause of Action in the Complaint).
28

1 4. For purposes of this Stipulation, the "Settlement Class" shall consist of all "Class
2 Members" defined as follows: all persons who were employed by Defendant and paid hourly rates at
3 any time within the Class Period as defined above. Additionally, the "PAGA Class Members" are
4 defined as all Class Members who were employed by Defendant at any time within the PAGA Period.
5 Further, the "PAGA Period" is defined as the one-year time period of May 29, 2019 (one year preceding
6 the filing of the Complaint) up to and through May 29, 2020 (the date of filing of the Complaint).

7 5. For purposes of settling the Action only, the Parties stipulate and agree to conditional
8 certification of the Settlement Class, the Law Offices of Daniel V. Santiago, P.C. being appointed
9 "Class Counsel," and the Plaintiff, James Avilez, being appointed as the Class Representative.

10 6. If the Court does not grant preliminary or final approval of the Settlement, the Parties'
11 stipulation to conditional certification will have no effect, and class certification will automatically be
12 deemed not to have been granted. The Parties agree that this Stipulation is in no way an admission that
13 class certification is proper under the more stringent standard applied for litigation purposes or that the
14 Action should proceed as a representative action, and that this Stipulation will not be admissible in this
15 or any other proceeding as evidence that a class should be certified, or that Defendant is liable in any
16 way to Plaintiff or the class that Plaintiff alleges. Defendant expressly reserves its rights to oppose
17 class certification of any purported class should this Settlement fail to become final and effective.

18 7. Defendant denies any liability or wrongdoing of any kind associated with the claims
19 alleged in the Complaint and further denies that, for any purpose other than settling the Action, this
20 action is appropriate for class or representative treatment. Defendant contends, among other things,
21 that it has complied at all times with the Labor Code and all applicable federal and California law.

22 8. The Parties desire to fully, finally, and forever settle, compromise, and discharge all
23 disputes and claims that exist between them arising from the factual allegations that underlie the Action
24 concerning any and all claims asserted therein. To achieve a full and complete release of Defendant
25 (and the "Released Parties" as defined in Paragraph 9 of this Stipulation) of such disputes and claims,
26 the Class Representative and Participating Class Members as defined in Paragraph 11.e of this
27 Stipulation (which include any legal heirs and/or successors-in-interest of each Participating Class
28 Member), through execution of this Stipulation, acknowledge that this Stipulation is intended to include

1 in its effect the entirety of the Released Class Claims, as more fully described in Paragraphs 25, 26,
2 and 27 of this Stipulation.

3 9. The Parties intend that this Stipulation shall constitute a full and complete settlement
4 and release of all claims described in Paragraphs 25, 26, and 27 of this Stipulation. This release shall
5 include not only Defendant, but also its predecessors, successors, affiliates, subsidiaries, parent
6 companies, partners, current and past employees, insurers, agents, consultants, legal representatives
7 and any other related entities and all of their past, present and future officers, shareholders, owners,
8 members, directors, partners, agents, lawyers, employees, assigns, insurers, predecessors-in-interest,
9 successors-in-interest, and underwriters (collectively, the "Released Parties").

10 **TERMS OF SETTLEMENT**

11 10. Gross Settlement Amount. Defendant shall pay Two Hundred Twenty Thousand
12 Dollars (\$220,000) (the "Gross Settlement Amount") in exchange for the promises set forth in this
13 Stipulation, including the Releases by the Class Representative and Participating Class Members as
14 defined in Paragraph 11.e of this Stipulation. The settlement payments are not being made for any
15 other purpose and will not be construed as compensation for purposes of determining eligibility for any
16 health and welfare benefits or unemployment compensation. The Gross Settlement Amount shall
17 include all settlement payments to Participating Class Members, all Class Member PAGA Payments,
18 any enhancement or service award to the Class Representative as awarded by the Court, all awarded
19 settlement administration costs, Plaintiff's attorney's fees and costs as awarded by the Court, and a
20 payment to the Labor and Workforce Development Agency ("LWDA") for a release of PAGA claims.

21 11. Amounts Paid from the Gross Settlement Amount.

22 a. Attorney's Fees and Costs: Subject to review and approval by the Court, Class
23 Counsel may apply for a total award not to exceed Seventy Three Thousand Three Hundred Thirty
24 Three Dollars (\$73,333) for reasonable attorney's fees (representing one-third of the Gross Settlement
25 Amount), and an additional amount to reimburse actual litigation costs incurred by Class Counsel not
26 to exceed Seven Thousand Five Hundred Dollars (\$7,500). The attorney's fees and costs awarded by
27 the Court (hereinafter referred to as "Awarded Attorney's Fees and Costs") shall be paid from the Gross
28 Settlement Amount.

1 b. Class Representative Enhancement Award: In further consideration for settling
2 this matter and in exchange for a general release of all claims, and subject to final approval by the
3 Court, Plaintiff may apply for an enhancement or service award (hereinafter referred to as “Class
4 Representative Enhancement Award”) in an amount up to Ten Thousand Dollars (\$10,000). The Class
5 Representative Enhancement Award, if granted, will be paid in addition to the settlement share to which
6 Plaintiff is otherwise entitled as a Participating Class Member as defined in Paragraph 11.e. of this
7 Stipulation. Any Class Representative Enhancement Award shall be distributed by the Settlement
8 Administrator in accordance with the terms and conditions of this Stipulation and shall be reported by
9 the Settlement Administrator to state and federal taxing authorities as non-wage income on IRS Form
10 1099. Plaintiff will be solely responsible for correctly characterizing his Class Representative
11 Enhancement Award for tax purposes and is solely responsible for paying any taxes owing on the Class
12 Representative Enhancement Award. Plaintiff agrees to assume the responsibility of remitting to the
13 Internal Revenue Service and any other relevant taxing authority the amounts that may be required by
14 law, if any, to be withheld by the Settlement Administrator from the Class Representative Enhancement
15 Award. In addition, Plaintiff shall hold Defendant and the Released Parties harmless and indemnify
16 and defend Defendant and the Released Parties for all taxes, interest, penalties, and costs incurred by
17 Defendant or the Released Parties by any reason of any claims relating to their non-withholding of
18 taxes from the Class Representative Enhancement Award.

19 c. Settlement Administration Costs: Costs required to administer the Settlement
20 (“Administration Costs”) will also be paid from the Gross Settlement Amount. The Parties have agreed
21 to use CAC Services Group, LLC (“Settlement Administrator”) to administer the Settlement, with an
22 expectation that the total Administration Costs will not exceed Six Thousand Dollars (\$6,000). The
23 Settlement Administrator’s administration duties shall include, without limitation, mailing and
24 remailing a Notice of Class Action Settlement (“Notice”) in substantially the form attached hereto as
25 Exhibit “A” to all Class Members as described more fully in Paragraphs 14-16 of this Stipulation,
26 calculating individual estimated and actual awards, processing requests for exclusion, performing a
27 single skip trace on Notices returned as undeliverable, mailing Class Member settlement checks,
28

1 issuing any required tax reporting forms, providing regular status reports to counsel for the Parties, and
2 reporting to the Court as requested by the Parties, among other tasks set forth in this Stipulation.

3 d. PAGA Payments: The Parties agree that a total of Seven Thousand Five
4 Hundred Dollars (\$7,500) shall be allocated from the Gross Settlement Amount for settlement of the
5 PAGA claims ("PAGA Settlement Amount"). Seventy-five percent of the PAGA Settlement Amount
6 (\$5,625), will be paid to the LWDA ("LWDA PAGA Payment"), and twenty-five percent of the PAGA
7 Settlement Amount (\$1,875) will be distributed among all PAGA Class Members in equal shares
8 ("Class Member PAGA Payments"). The Parties estimate that each PAGA Class Member will receive a
9 Class Member PAGA Payment of approximately \$60.48 (i.e., \$1,875 / 31 PAGA Class Members = \$60.48 per
10 PAGA Class Member), representing an equal share of the PAGA payments available to PAGA Class Members
11 *(for tax purposes, the Class Member PAGA Payments will be treated as non-wages and will be reported*
12 *on IRS Form 1099).*

13 e. Remaining Net Settlement Amount for Class: After the Awarded Attorney's
14 Fees and Costs, Class Representative Enhancement Award, Administration Costs, LWDA PAGA
15 Payment and Class Member PAGA Payments are deducted from the Gross Settlement Amount, the
16 remaining amount, or "Net Settlement Amount", shall be distributed to "Participating Class Members"
17 defined as follows: all members of the Settlement Class who do not affirmatively exclude themselves
18 from the Settlement by properly and timely submitting a request for exclusion in the manner and by
19 the deadline specified in Paragraph 11.f of this Stipulation. The payment of the employer's share of
20 taxes shall be paid from the Net Settlement Amount.

21 f. Opt Out/Request for Exclusion Procedure: Class Members (except Plaintiff,
22 who shall not be permitted to opt out of this Settlement) shall be entitled to "opt out" of this Settlement.
23 The Notice shall provide instructions to Class Members who wish to "opt out." To be valid, the request
24 for exclusion must: (1) include a clear statement of intention to be excluded from the Settlement; (2)
25 include the full name, address, telephone number, and last four digits of the Social Security number of
26 the person requesting exclusion; (3) be signed by the person requesting exclusion; (4) be returned to
27 the Settlement Administrator by U.S. Mail at the specified mailing address or by email at the specified
28 email address; and (5) must be postmarked or emailed no later than 60 days after the date of the Notice.

1 The Settlement Administrator will notify any person from whom it receives a request for exclusion that
2 is not timely and/or valid if, in fact, such request for exclusion is not timely and/or valid. Any disputes
3 regarding the timeliness, validity or effectiveness of a request for exclusion shall be decided by the
4 Settlement Administrator consistent with the terms of this Stipulation, and with the Parties' input, if
5 appropriate. The date of the postmark on the mailing envelope and/or the email for any request for
6 exclusion shall be the exclusive means used to determine whether the request for exclusion has been
7 timely submitted. All Class Members who do not properly and timely submit a request for exclusion
8 in the manner and by the deadline specified above will be "Participating Class Members" as defined in
9 Paragraph 11.e who are bound by all terms and conditions of this Stipulation, including the releases of
10 claims pursuant to Paragraphs 25, 26 and 27 of this Stipulation, regardless of whether they have
11 objected to the Stipulation. All Class Members who properly and timely submit a request for exclusion
12 in the manner and by the deadline specified above will not be bound by this Stipulation, and will remain
13 free to contest any claims that would have been barred by this Stipulation, and nothing in this
14 Stipulation will constitute or be construed as a waiver of any defenses the Released Parties have or
15 could assert against any such claims. Notwithstanding the foregoing, the Settlement, if approved,
16 precludes further PAGA claims irrespective of whether a request for exclusion is submitted. As a result, all Class
17 Members—regardless of whether they submit a request for exclusion—shall receive a check for their
18 share of the PAGA settlement when settlement payments are delivered, and they will be bound by a
19 release of the PAGA claims.

20 g. Formula to Distribute the Net Settlement Amount: In consideration for
21 settlement and a release of all claims against Defendant as set forth in Paragraphs 25, 26 and 27 of this
22 Stipulation, each Participating Class Member shall receive payment from the Net Settlement Amount
23 (each, an "Individual Settlement Payment") based on the following formula:

- 24 (1) Pro Rata Share of the Net Settlement Amount: Each Participating Class
25 Member will receive a *pro rata* share of the Net Settlement Amount reflecting
26 the ratio of the total weeks worked by each Participating Class Member for
27 Defendant during the Class Period to the total weeks worked by all Participating
28 Class Members for Defendant during the Class Period.

- 1 (2) Allocation and Taxability of Settlement Distributions: For tax purposes, the
2 Individual Settlement Payments to Participating Class Members will be treated
3 as follows: 20% of the gross amount of each Individual Settlement Payment
4 will be treated by the Parties as wages reported on IRS Form W-2 (subject to
5 applicable withholdings and deductions), and the Settlement Administrator shall
6 withhold and pay over all such withheld funds to the appropriate state and
7 federal taxing authorities; 40% of the gross amount of each Individual
8 Settlement Payment will be treated by the Parties as payment for penalties, not
9 subject to payroll withholdings and deductions, and shall be reported on an IRS
10 Form 1099; and 40% of the gross amount of each Individual Settlement Payment
11 will be treated by the Parties as payment for interest, not subject to payroll
12 withholdings and deductions, and shall be reported on an IRS Form 1099.
13 Additionally, for tax purposes, the Class Member PAGA Payments will be
14 treated as non-wages and will be reported on IRS Form 1099.
- 15 (3) No Representation or Advice Regarding Any Tax Issue: Neither this
16 Stipulation, nor any of its attachments, should be interpreted to contain or
17 constitute any representation or advice regarding any federal or state tax issue.
18 Class Members will be specifically informed that neither Defendant,
19 Defendant's Counsel nor Class Counsel make any representations regarding the
20 tax implications of any amounts paid under this Stipulation and that if Class
21 Members have any questions regarding those implications, they can and should
22 consult a tax expert.
- 23 (4) IRS Forms W-2 and 1099: The Settlement Administrator shall provide all
24 Participating Class Members who receive an Individual Settlement Payment
25 with an IRS Form W-2 reflecting the wages and the taxes withheld from those
26 wages and with an IRS Form 1099 reflecting payment for non-wage claims and
27 interest. The Settlement Administrator shall provide all Participating Class
28 Members who are entitled to an Individual Settlement Payment with appropriate

1 documentation setting forth the amount of any tax or other payment withheld
2 and employer contribution made, in accordance with state and federal tax
3 requirements. All Class Members, including Participating Class Members, shall
4 be solely and exclusively responsible for remitting to state and/or federal taxing
5 authorities any applicable other taxes due and shall hold Defendant and the
6 Released Parties harmless for any taxes, penalties, interest, liabilities, costs, and
7 expenses caused by any such taxing authority relating in any way to the Class
8 Members' and Participating Class Members' tax treatment of payments made to
9 them pursuant to this Stipulation or failure to timely or properly pay any taxes
10 owed on their respective Individual Settlement Payment.

11 (5) If any Class Member believes that the number of weeks worked by him or her
12 for Defendant during the Class Period as stated in the Notice mailed to him or
13 her is incorrect, or that the estimated settlement payment amount as stated in the
14 Notice mailed to him or her is incorrect, then: (a) the Class Member must submit
15 a written dispute to the Settlement Administrator with supporting documents to verify
16 such dispute; (b) the written dispute must include the Class Member's name,
17 address, telephone number, last four digits of his or her Social Security Number and
18 signature; (c) the written dispute must be dated, signed, and mailed by First Class U.S.
19 Mail or equivalent to the Settlement Administrator at the address stated in the Notice
20 or emailed to the Settlement Administrator at the email address stated in the Notice
21 within 60 days of the date of the Settlement Administrator's mailing of the Notice to the
22 Class Members; and (d) Defendant's records will be dispositive unless the Class
23 Member is able to provide documentation that supports such dispute.

24 (6) If any Class Member submits to the Settlement Administrator a written dispute
25 in accordance with the aforementioned requirements, the Parties' counsel will
26 make a good faith effort to resolve the dispute informally. If the Parties' counsel
27 cannot resolve such dispute informally, then the Settlement Administrator shall
28 resolve the dispute as follows: (a) the Settlement Administrator shall confer with

1 such Class Member and the Parties' counsel regarding such dispute prior to
2 resolving such dispute; (b) the Settlement Administrator shall review
3 Defendant's records and any records the Class Member submits for the sole
4 purpose of administering the settlement; and (c) the Settlement Administrator
5 shall provide such Class Member and the Parties' counsel with a written
6 explanation of the Settlement Administrator's resolution of such dispute and the
7 bases thereof.

8 12. Effective Date. The Settlement embodied in this Stipulation shall go into effect once
9 the Final Order and Judgment approving the Settlement becomes final. As used in this Stipulation, the
10 Judgment shall be considered "final" on the third business day after all of the following conditions
11 have been satisfied ("Effective Date"): (a) entry of the Final Order and Judgment by the Court
12 approving this Stipulation, provided no Class Member objects to the Settlement; (b) if there are any
13 Class Member objections to the Settlement, and if reconsideration and/or appellate review is not sought
14 from the Final Order and Judgment, the expiration of the time for the filing or noticing of any motion
15 for reconsideration, appeal, petition, and/or writ; and (c) if reconsideration and/or appellate review is
16 sought from the Final Order and Judgment: (i) the date on which the Final Order and Judgment is
17 affirmed and is no longer subject to judicial review, or (ii) the date on which the motion for
18 reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and Judgment is no
19 longer subject to judicial review.

20 13. Funding and Payout of Settlement Funds.

21 a. Payment Procedure to Settlement Administrator: Within seven (7) calendar
22 days after the Effective Date, Defendant will remit to the Settlement Administrator the Gross
23 Settlement Amount, which the Settlement Administrator shall deposit in an interest-bearing account.

24 b. Within seven (7) calendar days after receiving the Gross Settlement Amount
25 from Defendant, the Settlement Administrator will distribute the funds from the Gross Settlement
26 Amount in accordance with this Stipulation, as may be modified by the Court in the Final Order and
27 Judgment. Participating Class Members shall have 180 calendar days after mailing by the Settlement
28 Administrator to cash their settlement checks.

c. Checks issued to Class Members shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their mailing. The Settlement Administrator will remit the entire amount of each Class Member's uncashed Settlement Payment as follows: Any checks issued by the Settlement Administrator to Class Members shall be negotiable for one hundred eighty (180) calendar days. Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance (collectively, "Voided Settlement Checks") shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500 et seq., for the benefits of those Class Members who did not cash their checks until such time they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Amount (plus the PAGA Settlement Amount) will be paid out to Class Members, whether or not they all cash their settlement checks.

NOTICE TO THE CLASS

14. Within seven (7) calendar days after entry of an Order granting preliminary approval of this Stipulation (“Preliminary Approval Order”), Defendant will provide to the Settlement Administrator all of the following information about each Class Member (“Class Data List”): (a) name, (b) last-known home address, home telephone number, cellphone number(s), and email address(es), (c) last four digits of Social Security number, (d) the Class Member’s dates of employment by Defendant, and (e) for each Class Member, the number of his or her weeks worked for Defendant during the Class Period. The Settlement Administrator will conduct a search through the National Change of Address database for each of the individuals identified on the Class Data List.

15. Within seven (7) calendar days after receipt of the “Class Data List,” the Settlement Administrator will send all Class Members, by first-class mail to their last known address and email to their last-known email address(es), the Court-approved Notice in substantially the forms attached hereto as Exhibit “A” (English version) and Exhibit “B” (Spanish version). The English and Spanish versions of the Notice are substantively identical, and each page of the Notice will be two-sided with the English version being on the front side and the Spanish version being on the reverse side. The

1 Notice will also include the Settlement Administrator's calculation of each Class Member's estimated
2 Individual Settlement Payment and Class Member PAGA Payment.

3 16. The Settlement Administrator will perform one skip trace on returned mail and re-mail
4 the Notice to an updated address (if any) as soon as possible upon return of the undeliverable Notice,
5 but no later than fifteen (15) calendar days of receiving notice that a Notice was undeliverable. It is
6 the intent of the Parties that reasonable means be used to locate Class Members. Those Class Members
7 who receive a re-mailed Notice will have an additional 15 calendar days from the end of the original
8 60-day notice period to request exclusion from the Settlement, to object to the Settlement, or to dispute
9 the accuracy of the number of weeks worked by him or her during the Class Period and/or the estimated
10 settlement payment amount as stated in the Notice.

11 **SETTLEMENT ADMINISTRATION PROCESS**

12 17. Class Members will have sixty (60) calendar days from the date of the Notice to provide
13 any written request for exclusion from or objection to the Settlement to the Settlement Administrator,
14 except to the extent otherwise provided in Paragraph 16 above. Any request for exclusion or objection
15 mailed and/or emailed by the deadline, as evidenced by a postmark and/or email transmission date,
16 shall be deemed to be timely. To be valid, requests for exclusion or objections must comply with the
17 instructions in the Notice. A Class Member who excludes himself or herself from the Settlement shall
18 not have standing to object to the Settlement.

19 18. Within ten (10) business days after receipt by the Settlement Administrator of each
20 timely-submitted request for exclusion, the Settlement Administrator will send a deficiency notice to
21 the Class Members identifying any irregularities in any request for exclusion (such as failure to sign or
22 include the last four digits of a Social Security Number). The deficiency notice will provide the Class
23 Members the greater of fifteen (15) calendar days or the remainder of the notice period to submit a
24 written response to cure all deficiencies. The failure of a Class Member to cure all deficiencies in a
25 timely manner shall invalidate a request for exclusion and will not be subject to cure. The Settlement
26 Administrator will determine which requests for exclusion, if any, were timely submitted. The
27 Settlement Administrator shall advise the Parties as to the number of individuals who submit requests
28 for exclusion, but the identities of those individuals shall be shared only with Defendant's counsel.

1 19. The Settlement Administrator shall be responsible for calculating the payments, issuing
2 the payments and any required tax reporting forms, and communicating this information to Defendant's
3 Counsel and Class Counsel. Upon completion of its calculation of payments, the Settlement
4 Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amount
5 of all payments to be made to each Class Member. Proof of payment will be provided to the Parties'
6 counsel who may subsequently file such proof with the Court.

7 20. To the extent any Class Member requests exclusion from the Settlement, his or her
8 unclaimed portion shall remain in the Net Settlement Amount, and shall be made available for
9 distribution to the remainder of the Participating Class Members.

10 21. To the extent any Class Member objects to the Settlement ("Objecting Class Member"),
11 he/she must submit the objection in writing to the Settlement Administrator by U.S. Mail at the
12 specified mailing address or by email at the specified email address, and the objection must be
13 postmarked or emailed no later than 60 days after the date of the Notice.

14 22. Any objection must provide: (a) the full name, signature, address, and telephone number of
15 the Objecting Class Member; (b) a written statement of all grounds for the objection accompanied by any legal
16 support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is
17 based; and (d) a statement about whether the Objecting Class Member intends to appear at the fairness hearing.
18 The Settlement Administrator will notify any person from whom it receives an objection that is not
19 timely and/or valid if, in fact, such objection is not timely and/or valid. Any disputes regarding the
20 timeliness, validity or effectiveness of an objection shall be decided by the Settlement Administrator
21 consistent with the terms of this Stipulation, and with the Parties' input, if appropriate. The date of the
22 postmark on the mailing envelope and/or the email for any objection shall be the exclusive means used
23 to determine whether the objection has been timely submitted.

24 23. Objecting Class Members may enter an appearance and discuss their objections with
25 the Court at their own expense. If the Court overrules the objection, the Objecting Class Member will
26 still receive an Individual Settlement Payment, will not be excluded from the Settlement, and will be
27 deemed to have released the Released Class Claims.
28

1 **LIMITED RIGHT TO RESCIND OR WITHDRAW FROM THE SETTLEMENT**

2 24. Notwithstanding any other provision of this Stipulation, Defendant shall retain the right,
3 in the exercise of its sole discretion, to rescind or to withdraw from the Settlement if, *but only if*, the
4 Court finds the Gross Settlement Amount and/or the Net Settlement Amount are insufficient to warrant
5 approval of the proposed class action settlement. Defendant may not rescind or withdraw from the
6 Settlement due to the number of Class Members, if any, who might affirmatively exclude themselves
7 from or opt-out of the Settlement. The Parties specifically agree not to encourage, recommend or solicit
8 opt-outs, directly or indirectly, through any means. Objective statements to Class Members who call
9 the Parties, or any of them, and/or the Parties' counsel, or any of them, with inquiries regarding the
10 Settlement, or the exercise of their ethical obligations, shall not be deemed a violation of the
11 prohibitions contained herein. In the event of a rescission, no party may use the fact that the Parties
12 agreed to settle this case as evidence of Defendant's liability in this Action or the lack thereof. If
13 Defendant exercises its right to rescind the Settlement it will be solely responsible for the Settlement
14 Administrator's costs incurred up to that date.

15 **RELEASE OF CLAIMS**

16 25. Released Claims by Participating Class Members. Upon the date on which Defendant
17 fully funds the Settlement, each Participating Class Member will release Defendant and the Released
18 Parties from the "Released Class Claims," which are defined as any and all claims asserted in the
19 Complaint, or which could have been asserted in the Complaint, based on the cited statutes and/or
20 underlying facts alleged in the Complaint. This includes, all claims, rights, demands, liabilities, and
21 causes of action, arising from, or related to, the same set of operative facts as those set forth in the
22 operative pleadings in the Action, including, *inter alia*: (a) Defendant's alleged failure to pay all wages
23 (including overtime wages where appropriate) due and owing in violation of Labor Code §§204(a),
24 218.6, 510(a), 1194(a) and 1197 (First Cause of Action in the Complaint); (b) Defendant's alleged
25 failure to provide accurate itemized wage statements in violation of Labor Code §226(a) (Second Cause
26 of Action in the Complaint); (c) Defendant's alleged failure to provide meal breaks in violation of
27 Labor Code §512(a) and IWC Wage Order No. 1-2001, §11(A) – (C) and to pay meal period premiums
28 in violation of Labor Code §226.7(c) and IWC Wage Order No. 1-2001, §11(D) (Third Cause of Action

1 in the Complaint); (d) Defendant's alleged failure to authorize and permit rest breaks in violation of
2 IWC Wage Order No. 1-2001, §12(A) and to pay rest period premiums in violation of Labor Code
3 §226.7(c) and IWC Wage Order No. 1-2001, §12(B) (Fourth Cause of Action in the Complaint); (e)
4 Defendant's alleged failure to timely pay all wages due upon termination of employment in violation
5 of Labor Code §§201-203 (Fifth Cause of Action in the Complaint); (f) Defendant's allegedly unfair
6 business practices in violation of California Business & Professions Code §17200 et seq. (Sixth Cause
7 of Action in the Complaint); and (g) Defendant's alleged liability for civil penalties under the PAGA,
8 Labor Code §2698 et seq. (Seventh Cause of Action in the Complaint). For the avoidance of doubt,
9 such claims are released through the date of filing of the Complaint in this Action.

10 26. Release of PAGA Claims by All Class Members. Upon the date on which Defendant
11 fully funds the Settlement, all Class Members will release Defendant and the Released Parties from the
12 "Released PAGA Claims," which are defined as any and all claims asserted in the Complaint under
13 PAGA, or which could have been asserted in the Complaint under PAGA, based on underlying facts
14 alleged or related to facts alleged in the Complaint. This includes all claims, rights, demands, liabilities,
15 and claims for civil penalties, arising from, or related to, the same set of operative facts as those set
16 forth in the operative pleadings in the Action, including, but not limited to: (i) all claims for civil
17 penalties based on failure to pay meal and rest period premiums; (ii) all claims for civil penalties based
18 on failure to pay any wages for all hours worked "off-the-clock"; (iii) all claims for civil penalties
19 based on failure to furnish accurate itemized wage statements; and (iv) all claims for civil penalties
20 based on failure to pay all wages due upon termination of employment.

21 27. Released Claims by Plaintiff. Except as specified herein, and only if a Class
22 Representative Enhancement Award (of whatever amount approved by the Court) is issued to Plaintiff,
23 the Plaintiff fully releases and discharges the Released Parties, from any and all actions, causes of
24 action, obligations, costs, expenses, damages, penalties, losses, claims, liabilities, suits, debts,
25 demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity,
26 known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature
27 whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or
28 nonoccurrence from the beginning of time to the date of execution hereof, including, but not limited

1 to, any equitable or legal claims or causes of action arising out of or in any way relating to his
2 employment with Defendant or any Released Parties, including any claims under the state and federal
3 anti-discrimination statutes, for a breach of contract, or alleging tortious conduct by the Released
4 Parties.

5 The Released Claims by Plaintiff include any unknown claims that he does not know or suspect
6 to exist in his favor at the time of the release, which, if known by him, might have affected his
7 settlement with, and release of, the Released Parties, or might have affected his decision not to object
8 to this Stipulation. With respect to the Released Claims, Plaintiff stipulates and agrees that, upon final
9 approval by the Court, he shall be deemed to have, and by operation of the Final Order and Judgment
10 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
11 rights, and benefits afforded by Section 1542 of the California Civil Code, or any similar provision
12 under federal or state law, and does so understanding the significance of that waiver. Section 1542
13 provides:

14 **“A general release does not extend to claims that the creditor or releasing party**
15 **does not know or suspect to exist in his or her favor at the time of executing the**
16 **release and that, if known by him or her, would have materially affected his or her**
17 **settlement with the debtor or released party.”**

18 Plaintiff further acknowledges and agrees that he releases and waives any right to become, and
19 promises not to consent to become, a class member in any case in which claims are asserted against the
20 Released Parties, including those that are related in any way to their employment with or termination
21 from Defendant and for which claims arise from the beginning of time to the date of execution hereof.
22 In that regard, Plaintiff agrees that he may not and will not submit a claim form as to the Released
23 Claims in any class action in which he is included as a putative class member, if any.

24 In consideration of the promises of Defendant contained in this Stipulation, if Plaintiff and/or
25 the Law Offices of Daniel V. Santiago, P.C., learns of any additional claims, charges, or actions to be
26 filed against Defendant at any time, the Plaintiff and/or the Law Offices of Daniel V. Santiago, P.C.,
27 agree to notify Defendant that any such charges or claims are anticipated or pending.
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1 Administrator of its duty to promptly notify all Class Members via notification on its website of any such
2 change).

3 29. Upon submission of this Stipulation to the Court, Class Counsel will submit the
4 Stipulation to the LWDA.

5 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

6 30. Further to the Parties' efforts to obtain the Court's final approval of the Settlement
7 provided for in this Stipulation, the Parties shall agree to the form and content of a proposed Final
8 Order and Judgment (which Class Counsel shall submit to the Court):

9 a. approving the Settlement, adjudging the terms thereof to be fair, reasonable, and
10 adequate, and directing consummation of its terms and provisions;

11 b. approving Class Counsel's application for an award of attorney's fees and costs;

12 c. approving the Class Representative Enhancement Award;

13 d. approving the payment of the LWDA PAGA Payment and the Settlement
14 Administrator's fees from the Gross Settlement Amount;

15 e. barring all Participating Class Members from prosecuting against the Released
16 Parties, or any of them, any of the Released Class Claims; and

17 f. barring all Class Members from prosecuting against the Released Parties, or any
18 of them, any of the Released PAGA Claims.

19 **NOTICE OF FINAL ORDER AND JUDGMENT TO ALL CLASS MEMBERS**

20 31. The Parties agree that the Settlement Administrator will notify all Class Members of the
21 Final Order and Judgment by enclosing a postcard or other written notification in each mailing of the
22 Individual Settlement Payments to the Participating Class Members and the Class Member PAGA
23 Payments to the PAGA Class Members that the Final Order and Judgment is posted and available for
24 review on the Settlement Administrator's website.

25 **PARTIES' AUTHORITY**

26 32. The signatories hereto hereby represent that they are fully authorized to enter into this
27 Stipulation and bind the Parties hereto to the terms and conditions hereof.
28

1 **CONTINUING JURISDICTION**

2 33. The Parties agree that, as allowed by California Code of Civil Procedure § 664.6, the
3 Court shall retain jurisdiction of the Action and over the Parties personally until the terms of this
4 Agreement are fully performed.

5 **MUTUAL FULL COOPERATION**

6 34. The Parties agree to fully cooperate with each other to accomplish the terms of this
7 Stipulation, including but not limited to, the execution of such documents, and the taking of such other
8 action as may reasonably be necessary to implement the terms of this Stipulation. The Parties further
9 agree that Defendant's duty to fully cooperate with Plaintiff to accomplish and to implement the terms
10 of this Stipulation includes, but is not limited to: (a) providing Class Counsel with responses to
11 Plaintiff's written discovery requests (e.g., First Sets of Form Interrogatories – General, Special
12 Interrogatories and Requests for Production of Documents) which address various topics and seek
13 confirmation of various issues discussed at the April 29, 2020 mediation with Judge Nagle; and (b)
14 making relevant records available for further inspection and review by Class Counsel (upon written
15 request by Class Counsel that allows a reasonable time, place and manner for making such records
16 available for further inspection and review by Class Counsel) in the event any Class Member notifies
17 Class Counsel that he or she questions or disputes the amount(s) of his or her Individual Settlement
18 Payment, Class Member PAGA Payment and/or the bases thereof. The Parties to this Stipulation shall
19 use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that
20 may become necessary by order of the Court, or otherwise, to effectuate this Stipulation and the terms
21 set forth herein. As soon as practicable after execution of this Stipulation, Class Counsel shall, with
22 the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
23 Court's final approval of this Stipulation.

24 **NO PRIOR ASSIGNMENTS**

25 35. The Parties hereto represent, covenant, and warrant that they have not directly or
26 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
27 person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein
28 released and discharged except as set forth herein.

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1 be construed in favor of or against any party by reason of the extent to which any party or his, her, or
2 its counsel participated in the drafting of this Stipulation.

3 **CAPTIONS AND INTERPRETATIONS**

4 40. Paragraph titles or captions contained herein are inserted as a matter of convenience and
5 for reference, and in no way define, limit, extend, or describe the scope of this Stipulation or any
6 provision hereof. Each term of this Stipulation is contractual and not merely a recital.

7 **MODIFICATION**

8 41. This Stipulation may not be changed, altered, or modified, except in writing and signed
9 by the Parties hereto, and approved by the Court. Notwithstanding the foregoing, the Parties agree that
10 any dates contained in this Agreement may be modified by agreement of the Parties without prior Court
11 approval if the Parties agree and cause exists for such modification. This Stipulation may not be
12 discharged except by performance in accordance with its terms or by a writing signed by the Parties
13 hereto.

14 **INTEGRATION CLAUSE**

15 42. This Stipulation contains the entire agreement between the Parties relating to the
16 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
17 understandings, representations, and statements, whether oral or written and whether by a party or such
18 party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

19 **BINDING ON ASSIGNS**

20 43. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and
21 their respective heirs, trustees, executors, administrators, successors and assigns.

22 **CLASS COUNSEL SIGNATORIES**

23 44. The Parties agree that it is impossible or impractical to have each Class Member execute
24 this Stipulation. The Notice (in substantially the form attached hereto as Exhibit "A") will advise all
25 Class Members of, among other things, the binding nature of the release and such shall have the same
26 force and effect as if this Stipulation were executed by each Class Member.

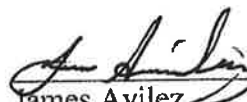
1 **ACKNOWLEDGEMENT THAT THE SETTLEMENT IS FAIR AND REASONABLE**

2 45. The Parties believe this Stipulation is a fair, adequate and reasonable settlement of the
3 Action and have arrived at this Stipulation after arm's-length negotiations and in the context of
4 adversarial litigation, taking into account all relevant factors, present and potential. This Stipulation
5 was also reached only after the Parties participated in a full-day mediation with an experienced
6 mediator. The Parties further acknowledge that they are each represented by competent counsel and
7 that they have had an opportunity to consult with their counsel regarding the fairness and
8 reasonableness of this Stipulation.

9 **COUNTERPARTS**

10 46. This Stipulation may be executed in counterparts, and when each party has signed
11 (including by DocuSign if desired by any party) and delivered at least one such counterpart, each
12 counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall
13 constitute one Stipulation, which shall be binding upon and effective as to all Parties.

14
15
16 Dated: March 29, 2021

17 By 
 James Avilez
 Plaintiff and Class Representative

18
19
20 Dated: March __, 2021

21 By _____
 Name:
 Title:
 Defendant, Gorlitz Sewer & Drain, Inc.

22
23 **APPROVAL AS TO FORM AND CONTENT BY COUNSEL:**

1 **ACKNOWLEDGEMENT THAT THE SETTLEMENT IS FAIR AND REASONABLE**

2 45. The Parties believe this Stipulation is a fair, adequate and reasonable settlement of the
3 Action and have arrived at this Stipulation after arm's-length negotiations and in the context of
4 adversarial litigation, taking into account all relevant factors, present and potential. This Stipulation
5 was also reached only after the Parties participated in a full-day mediation with an experienced
6 mediator. The Parties further acknowledge that they are each represented by competent counsel and
7 that they have had an opportunity to consult with their counsel regarding the fairness and
8 reasonableness of this Stipulation.

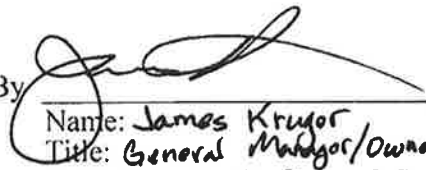
9 **COUNTERPARTS**

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11 (including by DocuSign if desired by any party) and delivered at least one such counterpart, each
12 counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall
13 constitute one Stipulation, which shall be binding upon and effective as to all Parties.

14
15
16 Dated: March __, 2021

17 By _____
18 James Avilez
19 Plaintiff and Class Representative

20 Dated: March 31, 2021

21 By  _____
22 Name: James Kruger
23 Title: General Manager/Owner
24 Defendant, Gorlitz Sewer & Drain, Inc.

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27 **APPROVAL AS TO FORM AND CONTENT BY COUNSEL:**
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Dated: March 30, 2021

KAUFMAN DOLOWICH & VOLUCK LLP



By: _____

Julie Weber, Esq.
Rosely George, Esq.
Attorneys for Defendant, Gorlitz Sewer & Drain, Inc.

Dated: March 26, 2021

LAW OFFICES OF DANIEL V. SANTIAGO, P.C.

By:  _____

Daniel V. Santiago, Esq.
Attorney for Plaintiff, James Avilez, and
the Proposed Class

EXHIBIT A

1 *James Avilez, individually and on behalf of all others similarly situated v.*
2 *Gorlitz Sewer & Drain, Inc.*
3 Superior Court of the State of California, County of Los Angeles,
4 Case No. 20STCV21169

5 **NOTICE OF CLASS ACTION SETTLEMENT**

6 ***You are not being sued. This Notice of Class Action Settlement (the English and Spanish versions***
7 ***of which are substantively identical) affects your rights. Please read it carefully.***

8 To: **All persons who were employed by Gorlitz Sewer & Drain, Inc. (“Defendant”) and paid hourly**
9 **rates during the time period of May 27, 2016, up to and through May 27, 2020 (“Class Period”).**

10 On [date], the Honorable Judge Yvette M. Palazuelos in Department 9 of the Los Angeles Superior Court
11 granted preliminary approval of the proposed class action settlement (“the Settlement”) reflected in the First
12 Amended Stipulation of Class Action Settlement and Release and ordered the litigants to notify all Class
13 Members of the Settlement. **You have received this Notice of Class Action Settlement because**
14 **Defendant’s records indicate that you are a Class Member and, therefore, you are entitled to a payment**
15 **from the Settlement.**

16 ***If you wish to participate in the settlement and receive a settlement payment, you need not take any***
17 ***action at this time. Unless you choose to opt out of the Settlement by following the procedures described***
18 ***below, you will be deemed a Participating Class Member and, if the Court grants final approval of***
19 ***the Settlement, you will be mailed a check for your share of the settlement fund.*** The Final Approval
20 Hearing on the fairness, adequacy and reasonableness of the Settlement will be held at [time] on [date] before
21 the Honorable Judge Yvette M. Palazuelos in Department 9 of the Los Angeles Superior Court located at
22 312 N. Spring St., Los Angeles, California 90012. If there is any change in the date, time or location of the
23 Final Approval Hearing, such change will be stated on the Settlement Administrator’s website
24 (www.cacservicesgroup.com). You are not required to attend the hearing.

25 **Summary of the Litigation**

26 The Plaintiff, James Avilez, on behalf of himself and all Class Members (i.e., all persons who were employed
27 by Defendant and paid hourly wages during the Class Period), alleges that Defendant violated the California
28 Labor Code (“Labor Code”) as a result of its alleged failures, among other things: (1) to pay wages for “off-
the-clock” work; (2) to provide employees with accurate, itemized wage statements; (3) to pay meal period
premiums; (4) to pay rest period premiums; and (5) to timely pay all wages owed to employees upon
termination of their employment. Plaintiff also brought claims to recover civil penalties pursuant to the Labor
Code Private Attorneys General Act of 2004 (“PAGA”).

After the exchange of relevant information, the Parties agreed to enter into settlement negotiations in an attempt
to informally resolve the claims in the case. With the assistance of an experienced mediator (The Honorable
Judge Margaret A. Nagle, Ret., of JAMS in Los Angeles, California), the Parties were able to negotiate a
complete settlement of Plaintiff’s claims.

Counsel for Plaintiff (Daniel V. Santiago of the Law Offices of Daniel V. Santiago, P.C. who is the
attorney appointed by the Court to represent the class and hereinafter referred to as “Class Counsel”) has
investigated and researched the facts and circumstances underlying the issues raised in the case and the
applicable law. While Class Counsel believes that the claims alleged in the case have merit, Class Counsel
also recognizes that the risk and expense of continued litigation justify settlement. Accordingly, Class Counsel
believes the Settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant denies Plaintiff’s allegations and asserts that it has no liability for any of Plaintiff’s or the
Class Members’ claims under any statute, wage order, common law, or equitable theory. By agreeing
to settle, Defendant 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. Defendant chose to settle this lawsuit as a compromise to

avoid the cost of litigation. Defendant has agreed to certification of a class for the purposes of settlement only.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$220,000. This amount is inclusive of: (1) Individual Settlement Payments to all Participating Class Members and PAGA payments to all Class Members; (2) a Class Representative Enhancement Award of up to \$10,000 to the Plaintiff, James Avilez, for his services on behalf of the class; (3) up to \$73,333 (one-third of the Gross Settlement Amount) in attorneys' fees and up to \$7,500 in litigation costs and expenses; (4) a \$5,625 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with claims brought pursuant to PAGA; and (5) up to \$6,000 in fees and expenses for the Settlement Administrator in administering the Settlement. After deducting the Class Representative Enhancement Award, Class Counsel's Awarded Attorney's Fees and Costs, the LWDA PAGA Payment, and the Settlement Administrator's Administration Costs, a total of approximately \$117,542 ("Net Settlement Amount") will be allocated as follows:

(1) Each Participating Class Member (i.e., each Class Member who does not submit a timely and valid request for exclusion from the settlement) will receive an Individual Settlement Payment that reflects his or her *pro rata* share of the Net Settlement Amount based upon the ratio of the total weeks worked by each Participating Class Member during the Class Period to the total weeks worked by all Participating Class Members during the Class Period.

(2) For tax purposes, the Individual Settlement Payments to Participating Class Members will be treated as follows: 20% of the gross amount of each Individual Settlement Payment will be treated by the Parties as wages reported on IRS Form W-2 (subject to applicable withholdings and deductions), and the Settlement Administrator shall withhold and pay over all such withheld funds to the appropriate state and federal taxing authorities (*Defendant's share of federal and state payroll taxes in the estimated amount of \$4,125.72 will be paid from the Net Settlement Amount*); 40% of the gross amount of each Individual Settlement Payment will be treated by the Parties as payment for penalties, not subject to payroll withholdings and deductions, and shall be reported on an IRS Form 1099; and 40% of the gross amount of each Individual Settlement Payment will be treated by the Parties as payment for interest, not subject to payroll withholdings and deductions, and shall be reported on an IRS Form 1099.

(3) Each PAGA Class Member will also receive a Class Member PAGA Payment of approximately \$60.48, representing an equal share of the PAGA payments available to PAGA Class Members (*for tax purposes, the Class Member PAGA Payments will be treated as non-wages and will be reported on IRS Form 1099*).

According to Defendant's records, you worked a total of ____ weeks, and all Class Members worked a total of ____ weeks, during the Class Period. Accordingly, your estimated settlement payment is approximately \$____, which reflects the sum of (a) your *pro rata* share of the Net Settlement Amount of approximately \$____, and (b) your Class Member PAGA Payment of approximately [\$60.48] [\$0 given that you were not employed by Defendant during the PAGA Period].

If you believe any of the information provided above including, but not limited to, the total number of your weeks worked during the Class Period and/or your estimated settlement payment is incorrect, you may submit a written dispute to the Settlement Administrator setting forth the details of your dispute with any supporting documents to verify your dispute. The written dispute must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the written dispute by First Class U.S. Mail or equivalent to the Settlement Administrator at the mailing address below or by email to the email address below:

Settlement Administrator
c/o CAC Services Group, LLC
1601 Southcross Dr W
Burnsville, MN 55306
Phone: 866-602-2260
Fax: 888-495-9746
Email: njohnson@cacservices.com
Website: www.ccservicesgroup.com

Any written dispute of any of the information stated above must be postmarked or emailed no later than _____ 2021 (i.e., 60 days after the date of mailing of this Notice of Class Action Settlement). Late disputes will not be considered.

If you dispute the information stated above and submit to the Settlement Administrator a written dispute in accordance with the aforementioned requirements, the Parties' counsel will make good faith efforts to resolve the dispute informally. If the Parties' counsel cannot resolve such dispute informally, then the Settlement Administrator will be required: (a) to confer with you and the Parties' respective counsel regarding such dispute prior to resolving such dispute; (b) to resolve such dispute by reviewing Defendant's records and any supporting documents you submit for the sole purpose of administering the Settlement; and (c) to provide you and the Parties' respective counsel with a written explanation of the Settlement Administrator's resolution of such dispute and the bases thereof.

IRS Forms W-2 and 1099 will be distributed to Class Members and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Neither Defendant nor Class Counsel make any representations regarding the tax implications or consequences of any amounts paid under the Settlement. If Class Members have any questions regarding those tax implications or consequences, they can and should consult a tax expert.

Checks issued to Class Members shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their mailing. The Settlement Administrator will remit the entire amount of each Class Member's uncashed Settlement Payment as follows: Any checks issued by the Settlement Administrator to Class Members shall be negotiable for one hundred eighty (180) calendar days. Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance (collectively, "Voided Settlement Checks") shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500 et seq., for the benefits of those Class Members who did not cash their checks until such time they claim their property.

Your Options Under the Settlement

Option 1 – Do Nothing and Automatically Receive a Settlement Payment

If want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement funds. **In addition, you will be deemed to have released Defendant and the Released Parties (i.e., Defendant's predecessors, successors, affiliates, subsidiaries, parent companies, partners, current and past employees, insurers, agents, consultants, legal representatives and any other related entities and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters) from the "Released Class Claims," which are defined as any and all claims asserted in the Complaint, or which could have been asserted in the Complaint, based on the cited statutes and/or underlying facts alleged**

1 in the Complaint. This includes, all claims, rights, demands, liabilities, and causes of action, arising
2 from, or related to, the same set of operative facts as those set forth in the operative pleadings in the
3 Action, including: (i) all claims for failure to pay all wages (including overtime wages where
4 appropriate) due and owing in violation of Labor Code §§204(a), 218.6, 510(a), 1194(a) and 1197;
5 (ii) all claims for failure to provide accurate itemized wage statements in violation of Labor Code
6 §226(a); (iii) all claims for failure to provide meal breaks in violation of Labor Code §512(a) and
7 IWC Wage Order No. 1-2001, §11(A) – (C) and to pay meal period premiums in violation of
8 Labor Code §226.7(c) and IWC Wage Order No. 1-2001, §11(D); (iv) all claims for failure to
9 authorize and permit rest breaks in violation of IWC Wage Order No. 1-2001, §12(A) and to pay
10 rest period premiums in violation of Labor Code §226.7(c) and IWC Wage Order No. 1-2001,
11 §12(B); (v) all claims for failure to timely pay all wages due upon termination of employment in
12 violation of Labor Code §§201-203; (vi) all claims for unfair business practices in violation of
13 California Business & Professions Code §17200 et seq.; and (vii) all claims for civil penalties
14 under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §2698 et seq., based on
15 any of the preceding claims.

16 **Option 2 – Opt Out of the Settlement**

17 If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting
18 a written request to the Settlement Administrator expressly and clearly indicating that you have received this
19 Notice of Class Action Settlement, decided not to participate in the Settlement, and desire to be excluded from
20 the Settlement. The written request for exclusion must include your name, signature, address, telephone
21 number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by
22 First Class U.S. Mail or equivalent to the mailing address below or by email to the email address below:

23 Settlement Administrator
24 c/o CAC Services Group, LLC
25 1601 Southcross Dr W
26 Burnsville, MN 55306
27 Phone: 866-602-2260
28 Fax: 888-495-9746
Email: njohnson@cacservices.com
Website: www.ccservicesgroup.com

18 The written request to be excluded must be postmarked or emailed no later than _____, 2021 (i.e., 60
19 days after the mailing of this Notice of Class Action Settlement). If you submit a request for exclusion which
20 is not postmarked or emailed by _____, 2021, your request for exclusion will be rejected, and you will
21 be included in the Settlement Class.

22 If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating
23 in the Settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing
24 an objection to the Settlement, and (3) not receive a payment from the Settlement. However, the Settlement, if
25 approved, precludes further PAGA claims irrespective of whether you ask to be excluded. In light of the binding
26 nature of a PAGA judgment on non-party employees, if you exclude yourself, you will receive a payment for the
27 amount of your individual share of the PAGA payment that was included in this Settlement. As indicated above,
28 the Parties estimate that each Class Member PAGA payment will be approximately \$53.

29 **Option 3 – Object to the Settlement**

30 If you decide to object to the Settlement because you find it unfair or unreasonable, you may submit an
31 objection to the Settlement Administrator stating why you object to the Settlement. Your objection must
32 provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds
33 for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other
34 documents upon which the objection is based; and (4) a statement about whether you intend to appear at the
35 Fairness Hearing.

1 All objections must be submitted to the Settlement Administrator by First Class U.S. Mail or equivalent
2 at the specified mailing address (see above) or by email at the specified email address (see above).
3 Additionally, the objection must be postmarked or emailed no later than _____ 2021 (i.e., 60 days
4 after the date of mailing of this Notice of Class Action Settlement). Late objections will not be considered.
5 By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the
6 Settlement, you must follow the directions described above. Please note that you cannot both object to the
7 Settlement and exclude yourself. You must choose one option only.

8 You may also, if you wish, appear at the Final Approval Hearing set for _____ at ____:____.m. in
9 Department ____ of the Los Angeles Superior Court, 312 N. Spring St., Los Angeles, California 90012 and
10 discuss your objection with the Court and the Parties at your own expense. If there is any change in the date,
11 time or location of the Final Approval Hearing, such change will be stated on the Settlement Administrator's
12 website (www.cacservicesgroup.com). You may also retain an attorney to represent you at the hearing.

13 If you choose **Option 3**, you will still be entitled to the money from the Settlement. If the Court overrules
14 your objection, you will be deemed to have released the Released Claims.

15 **Covid-19 Related Information**

16 In light of the Covid-19 pandemic, all Class Members are encouraged to follow the Court's current
17 social distancing procedures for attendance at hearings and/or review of court files. Those procedures
18 are intended to provide safe, efficient options for the public to attend hearings and/or review court files
19 if they elect to do so. Those procedures are available for review on the Los Angeles Superior Court's
20 website at <https://www.lacourt.org/>.

21 As of Plaintiff's submission of this Notice of Class Action Settlement to the Court for its preliminary
22 approval, the home page of the Los Angeles Superior Court's website contains links to, *inter alia*, the
23 *Here For You / Safe For You* News Center for more information as well as the *Here For You / Safe For*
24 *You* video. The left hand column of the *Here For You / Safe For You* News Center contains several
25 links for the public's benefit including, among others, links entitled "Appear For Your Hearing
26 Remotely" (see <https://my.lacourt.org/laccwelcome>), "Remote Audio Attendance Program"
27 (<https://my.lacourt.org/remotearaudio/welcome>), "Schedule Courthouse Appointment"
28 (<http://www.lacourt.org/newsmedia/ui/pdf/CALLCENTERPHONENUMBERSfinal.pdf>), and
"Information Regarding Courtroom Access" (<http://www.lacourt.org/newsmedia/ui/CourtroomSeating.aspx>). Additionally, as of Plaintiff's
submission of this Notice of Class Action Settlement to the Court for its preliminary approval, the home
page of the Los Angeles Superior Court's website states in part, "**APPOINTMENTS REQUIRED
FOR CLERK' S OFFICE AND SELF-HELP SERVICES[.]**"

29 **Additional Information**

30 This Notice of Class Action Settlement is only a summary of the case and the Settlement. For a more detailed
31 statement of the matters involved in the case and the Settlement, you may refer to the pleadings, the Stipulation
32 of Class Action Settlement and Release reflecting the terms and conditions of the Settlement, and other papers
33 filed in the case. All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the
34 Settlement should be directed to the Settlement Administrator or Class Counsel as follows:

1 Settlement Administrator
2 CAC SERVICES GROUP, LLC
3 1601 Southcross Dr W
4 Burnsville, MN 55306
5 Phone: 866-602-2260
6 Fax: 888-495-9746
7 Email: njohnson@cacservices.com
8 Website: www.ccservicesgroup.com

9 Daniel V. Santiago
10 LAW OFFICES OF DANIEL V. SANTIAGO, P.C.
11 355 South Grand Avenue, Suite 2450
12 Los Angeles, California 90071
13 Phone: 760-652-9801
14 Fax: 760-652-9802
15 Email: dvs@dvslawoffices.com

16 PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR
17 DEFENDANT'S ATTORNEYS WITH INQUIRIES.

18 **IF YOUR ADDRESS HAS CHANGED OR YOU PLAN TO CHANGE YOUR ADDRESS IN**
19 **THE NEXT SIX MONTHS, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR**
20 **WITH YOUR NEW CONTACT INFORMATION. THE SETTLEMENT**
21 **ADMINISTRATOR'S MAILING ADDRESS, PHONE NUMBER, FAX NUMBER AND**
22 **EMAIL ADDRESS ARE AS FOLLOWS:**

23 Settlement Administrator
24 CAC SERVICES GROUP, LLC
25 1601 Southcross Dr W
26 Burnsville, MN 55306
27 Phone: 866-602-2260
28 Fax: 888-495-9746
Email: njohnson@cacservices.com
Website: www.ccservicesgroup.com

EXHIBIT B

James Avilez, individualmente y en nombre de todos los demás en situación similar v.
Gorlitz Sewer & Drain, Inc.
Tribunal Superior del Estado de California, Condado de Los Ángeles,
Causa No. 20STCV21169

AVISO DE ACUERDO DE DEMANDA COLECTIVA

La presente no es una demanda en contra de usted. Este Aviso de Acuerdo de Demanda Colectiva (cuyas versiones en inglés y español son básicamente idénticas) afecta sus derechos. Por favor, léalo atentamente.

A: Todas las personas que fueron contratadas por Gorlitz Sewer & Drain, Inc. (“Demandado”) y a quienes se les pagó por hora durante el período del 27 de mayo de 2016 hasta el 27 de mayo de 2020 (“Período de la Demanda Colectiva”).

El [fecha], la Honorable Jueza Yvette M. Palazuelos, del Departamento 9 del Tribunal Superior de Los Ángeles, concedió la aprobación preliminar del acuerdo de demanda colectiva propuesto (“el Acuerdo”) reflejado en la Primera Estipulación Enmendada de Acuerdo de Demanda Colectiva y Liberación y ordenó a los litigantes que notificaran a todos los Miembros del Grupo el Acuerdo. **Usted ha recibido esta Notificación del Acuerdo de Demanda Colectiva porque los registros del Demandado indican que usted es un Miembro del Grupo y, por lo tanto, tiene derecho a recibir un pago de Liquidación.**

*Si desea participar en el acuerdo y recibir un pago de liquidación, no es necesario que haga nada en este momento. A menos que opte por excluirse del Acuerdo siguiendo los procedimientos descritos más adelante, **se le considerará un Miembro del Grupo Participante y, si el Tribunal concede la aprobación final del Acuerdo, se le enviará por correo un cheque por su parte del pago de liquidación.*** La Audiencia de Aprobación Definitiva sobre la equidad, adecuación y razonabilidad del Acuerdo se celebrará a las [hora] del [fecha] ante la Honorable Jueza Yvette M. Palazuelos en el Departamento 9 del Tribunal Superior de Los Angeles, ubicado en 312 N. Spring St. Si hay algún cambio en la fecha, la hora o el lugar de la Audiencia de Aprobación Final, dicho cambio se indicará en el sitio web del Administrador del Acuerdo (www.cacservicesgroup.com). Usted no está obligado a asistir a la audiencia.

Resumen del litigio

El Demandante, James Avilez, en su nombre y en el de todos los Miembros del Grupo (es decir, todas las personas que fueron empleadas por el Demandado y a las que se les pagaron salarios por hora durante el Período de la Demanda Colectiva), alega que el Demandado violó el Código Laboral de California (“Código Laboral”) como resultado de supuestos incumplimientos, entre los que se encuentran: (1) no pagar salarios por trabajo “fuera de horario”; (2) no proporcionar a los empleados extractos salariales precisos y desglosados; (3) no pagar las primas de los periodos de comida; (4) no pagar las primas de los periodos de descanso; y (5) no pagar puntualmente todos los salarios adeudados a los empleados al finalizar su empleo. El demandante también presentó reclamaciones de indemnización por sanciones civiles en virtud de la Ley del Procurador General Privado del 2004 (“PAGA” por sus siglas en inglés).

Tras el intercambio de información pertinente, las partes acordaron iniciar negociaciones de conciliación en un intento de resolver informalmente las reclamaciones del caso. Con la ayuda de un mediador experimentado (la Honorable Jueza Margaret A. Nagle, retirada, de JAMS¹ en Los Ángeles, California), las partes pudieron negociar un acuerdo completo de las reclamaciones del demandante.

El abogado de la parte demandante (Daniel V. Santiago del bufete de abogados Daniel V. Santiago, P.C. que es el abogado designado por el Tribunal para representar al grupo de demandantes y que en lo sucesivo se denominará “Asesor del Grupo”) ha investigado y estudiado los hechos y circunstancias subyacentes a las cuestiones planteadas en el caso y la legislación aplicable. Aunque el Asesor del Grupo cree que las reclamaciones alegadas en el caso tienen fundamento, también reconoce que el riesgo y los gastos de un litigio continuado justifican un acuerdo. En consecuencia, el Asesor del Grupo considera que el Acuerdo es justo, adecuado, razonable y en el mejor interés de los Miembros del Grupo.

¹ Judicial Arbitration and Mediation Services, Inc.

El Demandado niega las alegaciones del Demandante y afirma que no es responsable de ninguna de las reclamaciones del Demandante o de los Miembros del Grupo en virtud de ninguna ley, orden salarial, derecho común o teoría de equidad. Al aceptar el acuerdo, el Demandado no admite la responsabilidad de ninguna de las alegaciones de hecho o reclamaciones en el caso o que el caso pueda o deba proceder como una demanda colectiva. El Demandado optó por llegar a un acuerdo en esta demanda como compromiso para evitar el coste del litigio y ha aceptado la certificación del grupo de demandantes únicamente a efectos del acuerdo.

Resumen de los términos del acuerdo propuesto

El Demandante y el Demandado han aceptado llegar a un acuerdo sobre las reclamaciones subyacentes de la Demanda Colectiva a cambio de un Monto Bruto de Liquidación de 220.000 dólares. Esta cantidad incluye: (1) Pagos individuales conforme al Acuerdo a todos los Miembros del Grupo participantes y pagos conforme a la ley PAGA a todos los Miembros del Grupo; (2) un Incentivo al Representante del Grupo de hasta \$10,000 al Demandante James Avilez por sus servicios en nombre del Grupo de Demandantes; (3) hasta \$73,333 (un tercio del Monto Bruto de Liquidación) en honorarios legales y hasta \$7,500 en costos y gastos de litigio; (4) un pago de \$5,625 a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California ("LWDA" por sus siglas en inglés) en relación con las reclamaciones presentadas conforme a la ley PAGA; y (5) hasta \$6,000 en honorarios y gastos para el Administrador del Acuerdo en la gestión del Acuerdo. Después de descontar el Incentivo al Representante del Grupo, los Honorarios y Costos Legales Adjudicados, el Pago conforme a la ley PAGA de la LWDA y los Costos de Gestión del Administrador del Acuerdo, se asignará un total de aproximadamente \$117,542 ("Monto Neto del Acuerdo") de la siguiente manera:

(1) Cada Miembro del Grupo Participante (es decir, cada Miembro del Grupo que no presente una solicitud válida y oportuna de exclusión del acuerdo) recibirá un Pago Individual de Liquidación que reflejará su parte proporcional del Monto Neto del Acuerdo, basado en la relación entre el total de semanas trabajadas por cada Miembro del Grupo Participante durante el Período de la Demanda Colectiva y el total de semanas trabajadas por todos los Miembros del Grupo Participante durante el Período de la Demanda Colectiva.

(2) A efectos fiscales, los Pagos Individuales de Liquidación a los Miembros del Grupo Participantes se tratarán de la siguiente manera: El 20% del monto bruto de cada Pago Individual de Liquidación será tratado por las Partes como salarios declarados en el Formulario W-2 del IRS² (sujeto a las retenciones y deducciones aplicables), y el Administrador del Acuerdo retendrá y pagará todos esos fondos retenidos a las autoridades fiscales estatales y federales correspondientes (*la parte del Demandado de los impuestos federales y estatales sobre la nómina por un monto estimado de \$4,125.72 se pagarán con el Monto Neto del Acuerdo*); el 40% del importe bruto de cada Pago Individual de Liquidación será tratado por las Partes como pago de sanciones, no sujeto a retenciones y deducciones en la nómina, y se informará en un Formulario 1099 del IRS; y el 40% del importe bruto de cada Pago Individual de Liquidación será tratado por las Partes como pago de intereses, no sujeto a retenciones y deducciones en la nómina, y se informará en un Formulario 1099 del IRS.

(3) Cada miembro del grupo PAGA también recibirá un pago conforme a la ley PAGA de aproximadamente 60.48 dólares, que representa una parte igual de los pagos PAGA disponibles para los miembros del grupo PAGA (*a efectos fiscales, los pagos PAGA de los miembros del grupo se tratarán como no salariales y se declararán en el formulario 1099 del IRS*).

Según los registros del Demandado, usted trabajó un total de ____ semanas, y todos los Miembros del Grupo trabajaron un total de ____ semanas, durante el Período de la Demanda Colectiva. En consecuencia, su pago estimado del acuerdo es de aproximadamente \$____, que refleja la suma de (a) su parte prorrateada del Monto Neto del Acuerdo de aproximadamente \$____ y (b) su Pago PAGA de Miembro del Grupo de aproximadamente [\$60.48] [\$0 dado que usted no fue empleado del Demandado durante el Período PAGA].

Si cree que alguno de los datos facilitados anteriormente es incorrecto, incluyendo, pero sin limitarse a, el número total de sus semanas trabajadas durante el Período de la Demanda Colectiva y/o su pago de liquidación estimado, puede presentar una disputa por escrito al Administrador de la Demanda Colectiva, acompañada por cualquier documento de apoyo para verificar su disputa. Esta disputa escrita debe incluir su nombre, firma, dirección, número de teléfono y los

² Internal Revenue Service, Servicio de Rentas Internas

cuatro últimos dígitos de su número de la Seguridad Social. Debe firmar, indicar la fecha y enviar la disputa por escrito por correo de primera clase de EE. UU. o su equivalente al Administrador del Acuerdo a la dirección postal indicada más abajo o por correo electrónico a la dirección de correo electrónico indicada más abajo:

Settlement Administrator
c/o CAC Services Group, LLC
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344
Teléfono: 866-602-2260
Facsimil: 888-495-9746
Correo electrónico: info@cacsg.com
Página Web: www.cacservicesgroup.com

La fecha límite de presentación de cualquier disputa de los datos indicados anteriormente es _____ de 2021 (es decir, 60 días después de la fecha de envío de esta Notificación del Acuerdo de Demanda Colectiva), y se determinará por la fecha del matasellos en caso de envíos por correo postal, y por la fecha del mensaje de correo electrónico en caso de envíos por correo electrónico. Las disputas tardías no se tendrán en cuenta.

Si usted disputa la información indicada anteriormente y presenta al Administrador del Acuerdo una disputa por escrito de acuerdo con los requisitos antes mencionados, los abogados de las Partes harán todo lo posible por resolver la disputa de manera informal. Si los abogados de las Partes no pueden resolver dicha disputa de manera informal, el Administrador del Acuerdo deberá (a) consultar con usted y con los respectivos abogados de las Partes sobre dicha disputa antes de resolverla; (b) resolver dicha disputa revisando los registros del Demandado y cualquier documento de apoyo que usted presente con el único propósito de administrar el Acuerdo; y (c) proporcionarle a usted y a los respectivos abogados de las Partes una explicación por escrito de la resolución del Administrador del Acuerdo sobre dicha disputa y los fundamentos de la misma.

Los formularios W-2 y 1099 del IRS se distribuirán a los Miembros del Grupo y a las autoridades fiscales correspondientes para reflejar los pagos que reciban en virtud del Acuerdo. Ni el Demandado ni los Abogados del Grupo emiten declaración alguna en lo que respecta a las implicaciones o consecuencias fiscales de cualquier cantidad pagada en virtud del Acuerdo. Si los Miembros del Grupo tienen alguna duda sobre esas implicaciones o consecuencias fiscales, pueden y deben consultar a un experto fiscal.

Los cheques emitidos a los Miembros del Grupo serán válidos y negociables durante ciento ochenta (180) días naturales a partir de la fecha de su envío. El Administrador del Acuerdo remitirá el importe total del Pago de Liquidación no cobrado de cada Miembro del Grupo de la siguiente manera: Cualquier cheque emitido por el Administrador del Acuerdo a los Miembros del Grupo será negociable durante ciento ochenta (180) días naturales. Los fondos representados por los cheques de Liquidación devueltos como no entregables y los cheques de Liquidación que permanezcan sin cobrar durante más de ciento ochenta (180) días naturales después de su emisión (colectivamente, "Cheques de Liquidación Anulados") se distribuirán al Contralor del Estado de California para que los retenga de acuerdo con la Ley de Propiedad No Reclamada, Código Civil de California, Sección 1500 y siguientes, en beneficio de los Miembros del Grupo que no cobraron sus cheques hasta el momento en que reclamen su propiedad.

Sus opciones según el acuerdo

Opción 1 - No hacer nada y recibir automáticamente un pago de liquidación

Si desea recibir su Pago de Liquidación, no se requiere ninguna otra acción por su parte. Recibirá automáticamente el pago de liquidación por parte del Administrador del Acuerdo siempre y cuando el Acuerdo reciba la aprobación final del Tribunal.

Si elige la **Opción 1**, y si el Tribunal concede la aprobación final del Acuerdo, se le enviará por correo un cheque por su parte de los fondos del acuerdo. **Además, se considerará que usted ha liberado al Demandado y a las Partes Exoneradas (es decir, los predecesores, sucesores, afiliados, subsidiarios, empresas matrices, socios, empleados actuales y pasados, aseguradores, agentes, consultores, representantes legales y cualquier otra entidad**

relacionada y todos sus funcionarios, accionistas, propietarios, miembros, directores, socios, agentes, abogados pasados, presentes y futuros, empleados, cesionarios, aseguradores, predecesores y sucesores en interés, y suscriptores) de las “Reclamaciones Colectivas Liberadas”, que se definen como todas y cada una de las reclamaciones afirmadas en la Demanda, o que podrían haber sido afirmadas en la Demanda, basadas en los estatutos citados y/o en los hechos subyacentes alegados en la Demanda. Esto incluye todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción que surjan de, o estén relacionadas con, el mismo conjunto de hechos operativos que los expuestos en los alegatos operativos de la Acción, incluyendo (i) todas las reclamaciones por falta de pago de todos los salarios (incluidos los salarios por horas extraordinarias cuando corresponda) pendientes y adeudados en violación de los artículos 204(a), 218 del Código Laboral. 6, 510(a), 1194(a) y 1197 del Código Laboral; (ii) todas las reclamaciones por no proporcionar estados de cuenta salariales detallados y precisos en violación del Código Laboral §226(a); (iii) todas las reclamaciones por no proporcionar descansos para comer en violación del Código Laboral §512(a) y la Orden de Salarios de la CBI No. 1-2001, §11(A) - (C) y por no pagar las primas de los periodos de comida en violación del Código Laboral §226.7(c) y la Orden de Salarios de la CBI No. 1-2001, §11(D); (iv) todas las reclamaciones por no autorizar y permitir los recesos de descanso en violación de la Orden Salarial de la CBI No. 1-2001, §12(A) y por no pagar las primas de los recesos de descanso en violación del Código Laboral §226.7(c) y de la Orden Salarial de la CBI No. 1-2001, §12(B); (v) todas las reclamaciones por no pagar oportunamente todos los salarios pendientes al terminar el empleo en violación del Código Laboral §§201-203; (vi) todas las reclamaciones por prácticas comerciales desleales en violación del Código de Negocios y Profesiones de California §17200 et seq.; y (vii) todas las reclamaciones por sanciones civiles conforme a la Ley del Procurador General Privado del 2004 (“PAGA”), Código Laboral §2698 et seq, basadas en cualquiera de las reclamaciones anteriores.

Opción 2 – Solicitar su exclusión del acuerdo

Si no desea participar en el Acuerdo, puede excluirse de la participación presentando una solicitud por escrito al Administrador del Acuerdo que indique expresa y claramente que ha recibido esta Notificación del Acuerdo de Demanda Colectiva, que ha decidido no participar en el Acuerdo y que desea ser excluido del mismo. La solicitud de exclusión por escrito debe incluir su nombre, firma, dirección, número de teléfono y los cuatro últimos dígitos de su número de la Seguridad Social. Debe firmar, indicar la fecha y enviar la solicitud de exclusión por escrito por correo de primera clase de EE. UU. o su equivalente al Administrador del Acuerdo a la dirección postal indicada más abajo o por correo electrónico a la dirección de correo electrónico indicada más abajo:

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Correo electrónico: info@cacsg.com
Página Web: www.cacservicesgroup.com

La fecha límite de presentación de cualquier solicitud de excusión es _____ de 2021 (es decir, 60 días después de la fecha de envío de esta Notificación del Acuerdo de Demanda Colectiva), y se determinará por la fecha del matasellos en caso de envíos por correo postal, y por la fecha del mensaje de correo electrónico en caso de envíos por correo electrónico. Si presenta una solicitud de exclusión cuyo matasellos o fecha de envío por correo electrónico no sea anterior al _____, 2021, su solicitud de exclusión será rechazada, y se le incluirá en el Grupo del Acuerdo.

Si elige la **Opción 2**, dejará de ser un Miembro del Grupo, y se le impedirá participar en el Acuerdo, pero (1) no se considerará que ha liberado las Reclamaciones Exoneradas, (2) no se le impedirá presentar una objeción al Acuerdo, y (3) no recibirá un pago del Acuerdo. Sin embargo, en caso de ser aprobado, el Acuerdo impide que se presenten más reclamaciones conforme a la ley PAGA, independientemente de que usted solicite su exclusión. A la luz de la naturaleza vinculante de una sentencia conforme a la ley PAGA sobre los empleados que no están involucrados en esta acción, si usted se excluye, recibirá un pago por la cantidad de su parte individual del pago conforme a la ley PAGA que se incluyó en este Acuerdo. Como se ha indicado anteriormente, las Partes estiman que cada pago conforme a la ley PAGA de los Miembros del Grupo será de aproximadamente \$53.

Opción 3 - Objetar al Acuerdo

Si decide oponerse al Acuerdo porque lo considera injusto o irrazonable, puede presentar una objeción al Administrador del Acuerdo indicando sus razones para oponerse al mismo. Su objeción debe incluir (1) su nombre completo, firma, dirección y número de teléfono, (2) una declaración por escrito de todos los motivos de la objeción, acompañada de cualquier apoyo legal para dicha objeción; (3) copias de todos los papeles, escritos u otros documentos en los que se basa la objeción; y (4) una declaración sobre si tiene intención de comparecer en la Audiencia de Equidad.

Todas las objeciones deben presentarse al Administrador del Acuerdo por correo de primera clase de EE. UU. o su equivalente en la dirección postal especificada (véase más arriba) o por correo electrónico en la dirección de correo electrónico especificada (véase más arriba). Además, la fecha límite de presentación de cualquier objeción es _____ de 2021 (es decir, 60 días después de la fecha de envío de esta Notificación del Acuerdo de Demanda Colectiva), y se determinará por la fecha del matasellos en caso de envíos por correo postal, y por la fecha del mensaje de correo electrónico en caso de envíos por correo electrónico. No se tendrán en cuenta las objeciones tardías. Al presentar una objeción, no se excluye del Acuerdo. Para excluirse del Acuerdo, debe seguir las instrucciones descritas anteriormente. Tenga en cuenta que no puede oponerse al Acuerdo y excluirse al mismo tiempo. Debe elegir una sola opción.

También puede, si lo desea, comparecer en la Audiencia de Aprobación Definitiva fijada en _____ a las ____:____m. en el Departamento ____ del Tribunal Superior de Los Ángeles, 312 N. Spring St., Los Ángeles, California 90012 y discutir su objeción con el Tribunal y las Partes a costo propio. Si hay algún cambio en la fecha, la hora o el lugar de la Audiencia de Aprobación Final, dicho cambio se indicará en el sitio web del Administrador del Acuerdo (www.cacservicesgroup.com). También puede contratar a un abogado para que le represente en la audiencia.

Si elige la **Opción 3**, seguirá teniendo derecho a recibir el pago de Liquidación. Si el Tribunal desestima su objeción, se considerará que usted ha liberado las Reclamaciones Liberadas.

Información relacionada con Covid-19

A la luz de la pandemia de Covid-19, se alienta a todos los Miembros del Grupo a seguir los procedimientos actuales de distanciamiento social del Tribunal para asistir a las audiencias y/o revisar los expedientes judiciales. El objetivo de estos procedimientos es brindar opciones seguras y eficaces para que el público asista a las audiencias y/o revise los expedientes judiciales si decide hacerlo. Estos procedimientos pueden consultarse en el sitio web del Tribunal Superior de Los Ángeles, <https://www.lacourt.org/>.

A partir de la presentación por parte del Demandante de esta Notificación de Acuerdo de Demanda Colectiva al Tribunal para su aprobación preliminar, la página de inicio del sitio web del Tribunal Superior de Los Ángeles contiene enlaces a, entre otros, el Centro de Noticias y el video sobre la iniciativa *Here For You / Safe For You*³ para obtener más información. La columna de la izquierda del Centro de Noticias *Here For You / Safe For You* contiene varios enlaces para el beneficio del público, incluyendo, entre otros, los enlaces “Appear For Your Hearing Remotely”⁴ (ver <https://my.lacourt.org/laccwelcome>), “Remote Audio Attendance Program”⁵ (ver <https://my.lacourt.org/remotearaudio/welcome>), “Schedule Courthouse Appointment”⁶ (ver <http://www.lacourt.org/newsmedia/ui/pdf/CALLCENTERPHONENUMBERSfinal.pdf>), y “Information Regarding Courtroom Access”⁷ (ver <http://www.lacourt.org/newsmedia/ui/CourtroomSeating.aspx>). Además, a partir de la presentación por parte del Demandante de esta Notificación de Acuerdo de Demanda Colectiva al Tribunal para su aprobación preliminar, la página de inicio del sitio web del Tribunal Superior de Los Ángeles dice en parte: **“SE REQUIEREN CITAS PARA LA OFICINA DEL SECRETARIO Y LOS SERVICIOS DE AUTOAYUDA[.]”**

³ “Estamos aquí para usted, mantenemos la seguridad para usted”

⁴ “Cómo comparecer a la audiencia de manera remota”

⁵ “Programa de asistencia remota mediante audio”

⁶ “Cómo programar una cita con el Tribunal”

⁷ “Información referente al acceso a los salones del Tribunal”

1 **Información adicional**

2 Esta Notificación del Acuerdo de Demanda Colectiva es sólo un resumen del caso y del Acuerdo. Para obtener
3 una declaración más detallada de los asuntos relacionados con el caso y el Acuerdo, puede consultar los alegatos,
4 la Estipulación de Acuerdo de Demanda Colectiva y Liberación que refleja los términos y condiciones del
5 Acuerdo, y otros documentos presentados en el caso. Todas las consultas de los Miembros del Grupo en relación
6 con esta Notificación de Acuerdo de Demanda Colectiva y/o el Acuerdo deben dirigirse al Administrador del
7 Acuerdo o a los Abogados del Grupo como se indica a continuación:

8 Settlement Administrator
9 c/o CAC Services Group, LLC
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344
Teléfono: 866-602-2260
Facsimil: 888-495-9746
Correo electrónico: info@cacsg.com
10 Página Web: www.cacservicesgroup.com

11 Daniel V. Santiago
12 LAW OFFICES OF DANIEL V. SANTIAGO, P.C.
355 South Grand Avenue, Suite 2450
Los Angeles, California 90071
Teléfono: 760-652-9801
13 Facsimil: 760-652-9802
14 Correo electrónico: dvs@dvslawoffices.com

15 POR FAVOR, NO SE PONGA EN CONTACTO CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ, EL
16 ACUSADO O LOS ABOGADOS DEL ACUSADO PARA HACER PREGUNTAS.

17 **SI SU DIRECCIÓN HA CAMBIADO O TIENE PREVISTO CAMBIARLA EN LOS PRÓXIMOS SEIS**
18 **MESES, PÓNGASE EN CONTACTO CON EL ADMINISTRADOR DEL ACUERDO Y ACTUALICE**
19 **SU INFORMACIÓN DE CONTACTO. LA DIRECCIÓN POSTAL, NÚMERO DE TELÉFONO,**
20 **NÚMERO DE FAX Y LA DIRECCIÓN DE CORREO ELECTRÓNICO DEL ADMINISTRADOR DEL**
21 **ACUERDO SON LOS SIGUIENTES**

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