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on behalf of themselves and all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

MARIE DEMARTINI, WILLIE AUSTIN,
JR., and JOSE SOTO, on behalf of
themselves and all others similarly situated,

Plaintiff,

v.

SAFELITE FULFILLMENT, INC., DBA
SAFELITE AUTO GLASS, a Delaware
Corporation; SAFELITE SOLUTIONS, LLC,
a Delaware Corporation; BARRETT
BUSINESS SERVICES, INC., a Maryland
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CIV2002076

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

Date: January 22, 2025

Time: 1:30 p.m.

Judge: Hon. Sheila Lichtblau

Dept.: H

1 I, Nathalie Hernandez, declare as follows:

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

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

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

26 4. On August 27, 2024, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel and translated into Spanish prior to mailing.

1 5. On September 11, 2024, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, personnel number, social security number, last known
3 mailing address, last known telephone number, class workweeks, and PAGA pay periods for each
4 Settlement Class Member. The data file was uploaded to our database and checked for duplicates
5 and other possible discrepancies. The Class List contained 2,735 individuals.

6 6. As part of the preparation for mailing, all 2,735 names and addresses contained in
7 the Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On October 18, 2024, the Notice Packet was mailed, via U.S First Class Mail, to
15 all 2,735 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
16 correct copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 195 Notice Packets have been returned to our
18 office as undeliverable. ILYM Group performed a computerized skip trace on the 195 returned
19 Notice Packets that did not have a forwarding address, in an effort to obtain an updated address
20 for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 132 updated
21 addresses were obtained and the Notice Packets were promptly re-mailed to those Settlement Class
22 Members, via U.S First Class Mail.

23 9. As of the date of this declaration, a total of 132 Notice Packets have been re-mailed
24 as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 63 Notice Packets have been deemed
26 undeliverable as no updated address was found, notwithstanding the skip tracing.

27 11. As of the date of this declaration, ILYM Group has received 4 requests for
28 exclusion. The deadline to request exclusion from the Settlement was December 17, 2024.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was December 17, 2024.

13. As of the date of this declaration, ILYM Group will report a total of 2,731 Participating Class Members, representing 99.85% of the 2,735 Settlement Class Members.

14. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Awards, Settlement Administration Fees to ILYM Group, LWDA and Aggrieved Employees allocation, e.g.,

Gross Settlement Fund	\$ 3,000,000.00
Class Counsel Fees	\$ 1,000,000.00
Class Counsel Litigation Costs	\$ 22,513.47
Enhancement Award	\$ 10,000.00
Enhancement Award	\$ 10,000.00
Enhancement Award	\$ 10,000.00
Administration Fees	\$ 25,000.00
LWDA	\$ 45,000.00
Aggrieved Employees	\$ 15,000.00
Net Settlement Fund (estimated)	\$ 1,862,486.53

To determine a Participating Class Member's individual settlement award payment, the Net Settlement Fund will be divided by the total number of workweeks worked by all Settlement Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$680.98, with the estimated highest gross payment being \$2,280.46.

15. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and

1 costs for completion of the settlement administration, are \$25,000.00. ILYM Group's work in
2 connection with this matter will continue with the calculation of the settlement award payments,
3 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
4 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
5 Group to perform.

6 I declare under penalty of perjury under the laws of the State of California and the United
7 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
8 was executed this 20th day of December 2024, at Tustin, California.

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13 NATHALIE HERNANDEZ
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EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Marie DeMartini, et al. v. Safelite Fulfillment, Inc., et al.
Superior Court of the State of California for the County of Marin
Case No. CIV2002076

This notice is to the following individuals in connection with a pending class action settlement:

All individuals currently or formerly employed by Safelite Fulfillment, Inc. or Safelite Solutions LLC in California as hourly, non-exempt employees between January 28, 2019 through May 22, 2023 and all employees employed by Barrett Business Services, Inc. as hourly, non-exempt employees at Safelite Solution LLC's distribution center in Ontario, California between January 28, 2019 through May 22, 2023.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Marin (the "Court") has preliminarily approved this class and representative action lawsuit filed by Marie DeMartini, Willie Austin, Jr., and Jose Soto ("Class Representatives") against Safelite Fulfillment, Inc., Safelite Solutions, LLC, and Barrett Business Services, Inc. ("Defendants") for alleged wage and hour violations (the "Lawsuit").

The Lawsuit is based on various allegations, including but not limited to the Class Representatives' claims that Defendants committed the following violations: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations and meal period premium violations; (4) rest break violations and rest break premium violations; (5) untimely payment of wages; (6) wage statement violations; (7) waiting time penalties; (8) failure to timely pay wages during employment; (9) failure to reimburse business expenses; (10) violations of the unfair competition law; and (11) claims under the Private Attorneys General Act ("PAGA"). Defendants deny all claims and maintain they have fully complied with the law.

Defendants' records reflect you worked «**Class_Weeks**» workweeks during the Class Period of January 28, 2019 through May 22, 2023 and are therefore a Class Member. Defendants' records reflect you worked «**PAGA_Pay_Periods**» during the PAGA Period of June 25, 2019 through May 22, 2023 (for Safelite Solutions employees) or August 4, 2021 through May 22, 2023 (for Barrett Business Solutions, Inc. employees assigned at Safelite Solutions' distribution center in Ontario, California) and therefore «areare_not» a PAGA Member. Based on this information, your Individual Class Payment is estimated to be \$«**Class_Estimated_Settlement_Amount**» (less any applicable state and federal withholdings) and your Individual PAGA Payment is estimated to be \$«**PAGA_Estimated_Settlement_Amount**». The actual amounts you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class and PAGA Payment (if applicable) if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Class Settlement, you will not receive an Individual Class Payment, and you will not be bound by the Class release provisions in the settlement. However, if you are a PAGA Member, you will still be a PAGA Member and release your covered PAGA claims. You cannot opt out of the PAGA portion of the Settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval

	of the settlement. In such case, you will be bound by the release provisions in the settlement.
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The Court's final approval hearing is scheduled to take place on January 22, 2025, at 1:30 p.m. in Department H of the Marin County Superior Court, located at 3501 Civic Center Drive, San Rafael, CA 94903. You do not have to attend but you do have the right to appear. For more information, please carefully read this notice.

1. WHAT IS THE LAWSUIT ABOUT?

The Class Representatives are current and former employees of Defendants. The Class Representatives alleged Defendants violated California labor and employment laws by (1) failing to pay all minimum wages; (2) failing to pay all overtime wages; (3) meal period violations and meal period premium violations; (4) rest break violations and rest break premium violations; (5) untimely payment of wages; (6) wage statement violations; (7) waiting time penalties; (8) failure to timely pay wages during employment; (9) failure to reimburse business expenses; (10) violations of the unfair competition law; and (11) violations of PAGA.

Defendants deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representatives, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$3,000,000 and authorize the following deductions: Class Representative Service Payments of \$10,000 to each Class Representative, Class Counsel Attorneys' Fees in the amount of 33.33% of the Gross Settlement, Class Counsel Litigation Costs (not to exceed \$26,000), the LWDA's 75% (\$45,000) portion of the PAGA Payment, and the Administration Expenses to be paid to the third-party settlement administrator (estimated as \$25,000.00).

After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class and PAGA Payments to Participating Class Members based on their Class Period Workweeks. 25% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 75% shall constitute interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms.

Safelite Solutions and Safelite Fulfillment will separately pay employer payroll taxes they owe on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by December 17, 2024 ("Response Deadline"). If you worked during the PAGA Period, you will be a PAGA Member whether or not you submit a Request for Exclusion.

After the Judgment is final and Safelite Solutions and Safelite Fulfillment have fully funded the settlement and separately paid all employer payroll taxes, Participating Class and PAGA Members will be legally barred from asserting any of the claims released under the settlement, as follows:

Release by Participating Class Members: All Participating Class Members release Released Parties from any and all claims, damages, and penalties alleged in the Operative Complaint and all claims and penalties that could have been pled based on the factual allegations in the Operative Complaint during the Class Period, including, without limitation, claims for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations and meal period premium violations; (4) rest break violations and rest break premium violations; (5) untimely payment of wages; (6) wage statement violations; (7) failure to provide/fully provide paid sick leave; (8) waiting time penalties; (9) failure to timely pay wages during employment; (10) failure to reimburse business expenses; and (11) violations of the unfair competition law (the "Released Class Claims").

Release by PAGA Members: Named Plaintiffs and the State of California release Defendants and are forever barred from pursuing claims under the PAGA alleged in the Operative Complaint during the PAGA Period or that could have been alleged based on the facts alleged in the Operative Complaint during the PAGA Period for PAGA Members, including, without limitation penalties predicated on the underlying alleged violations for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations and meal period premium violations; (4) rest break violations and rest break premium violations; (5) untimely payment of wages; (6) wage statement and recordkeeping violations; (7) failure to provide/fully provide paid sick leave; (8) waiting time penalties; (9) failure to reimburse business expenses; (10) failure to timely pay wages during employment.

3. HOW IS MY INDIVIDUAL CLASS AND PAGA PAYMENT CALCULATED?

The number of Class Workweeks you worked during the class period are stated on the first page of this notice. The Administrator will calculate Individual Class Payments by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

The Administrator will calculate your Individual PAGA Payment (if applicable) by dividing the PAGA Member Settlement Amount (\$15,000.00) by the total number of Workweeks worked by all PAGA Members during the PAGA Period; and multiplying the result by each PAGA Member's Workweeks.

4. HOW CAN I CORRECT THE NUMBER OF WORKWEEKS?

You have until the Response Deadline, December 17, 2024 to correct or challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail at the following address:

Administrator:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810

The Administrator will accept Defendants' calculation of Workweeks as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, checks to every Participating Class Member and every PAGA Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail it to the Administrator at the address in Question #4 above, postmarked by the Response Deadline. You cannot request exclusion from the PAGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline, December 17, 2024. To object, you must provide a written statement to the Administrator stating what you object to, why you object, and any facts or law that you contend support your objection. The objection must also contain the words “I object to the settlement in *DeMartini v. Safelite*”. You must sign the objection and include your name, current address, telephone number, and your approximate dates of employment. You must also state whether you intend to appear at the Final Approval Hearing

If you choose object to the terms of this settlement, then you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. You will then continue as a Participating Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your attorney

8. MAY I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on January 22, 2025, at 1:30 p.m. in Department H of the Marin County Superior Court, located at 3501 Civic Center Drive, San Rafael, CA 94903. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representatives, and the Administrator. The Court will invite comment from Class Counsel, Defense Counsel and those who submitted timely written objections and indicated their intent to speak at the hearing before making a decision.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Please review the Court’s online docket, the Settlement website or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Settlement website www.ilymgroupclassaction.com/safelite. Or alternatively, you can go to the Court’s website, access the Register of Actions, and search for the case using the case number at the top of this notice. You can also telephone or send an email to Class Counsel at the addresses below:

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10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

BY ORDER OF THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA

AVISO DE ASENTAMIENTO DE DEMANDA COLECTIVA

Marie DeMartini, et al. v. Safelite Fulfillment, Inc., et al.

Tribunal Superior del Estado de California para el Condado de Marín

Numero de Caso CIV2002076

Este aviso está dirigido a las siguientes personas en relación con un asentamiento de demanda colectiva pendiente:

Todas las personas actualmente o anteriormente empleadas por Safelite Fulfillment, Inc. o Safelite Solutions LLC en California como empleados pagados por hora y no exentos entre el 28 de enero de 2019 y el 22 de mayo de 2023, y todos los empleados de Barrett Business Services, Inc. como empleados pagados por hora y no exentos en el centro de distribución de Safelite Solution LLC en Ontario, California, entre el 28 de enero de 2019 y el 22 de mayo de 2023.

Lea este aviso con atención. Sus derechos legales podrían verse afectados, ya sea que actúe o no.

El Tribunal Superior del Estado de California para el Condado de Marín (el “Tribunal”) ha aprobado preliminarmente esta demanda colectiva y representativa presentada por Marie DeMartini, Willie Austin, Jr., y José Soto (“Representantes de la Colectiva”) contra Safelite Fulfillment, Inc., Safelite Solutions, LLC, y Barrett Business Services, Inc. (“Demandados”) por presuntas violaciones de salario y horas (la “Demanda”).

La Demanda se basa en diversas alegaciones, incluidas, pero no limitadas a, las afirmaciones de los Representantes de la Colectiva de que los Demandados cometieron las siguientes violaciones: (1) incumplimiento en el pago del salario mínimo; (2) incumplimiento en el pago de horas extras; (3) violaciones de los periodos de comida y las primas de periodos de comida; (4) violaciones de los descansos y las primas de descansos; (5) pago de salarios fuera de plazo; (6) violaciones de los comprobantes de pago; (7) sanciones por tiempo de espera; (8) incumplimiento en el pago oportuno de salarios durante el empleo; (9) incumplimiento en el reembolso de gastos comerciales; (10) violaciones de la ley de competencia desleal; y (11) reclamaciones bajo la Ley de Abogados Generales Privados (“PAGA”). Los Demandados niegan todas las reclamaciones y mantienen que han cumplido plenamente con la ley.

Los registros de los Demandados reflejan que usted trabajó «**Class_Weeks**» semanas laborales durante el Período de la Colectiva del 28 de enero de 2019 al 22 de mayo de 2023, por lo que es Miembro de la Colectiva. Los registros reflejan que usted trabajó «**PAGA_Pay_Periods**» durante el Período PAGA del 25 de junio de 2019 al 22 de mayo de 2023 y (for Safelite Solutions employees) or August 4, 2021 through May 22, 2023 (for Barrett Business Solutions, Inc. employees assigned at Safelite Solutions’ distribution center in Ontario, California), por lo tanto, «esno_es» Miembro PAGA. Según esta información, su Pago Individual de la Colectiva se estima en \$«**Class_Estimated_Settlement_Amount**» (menos cualquier retención estatal y federal aplicable) y su Pago Individual PAGA se estima en \$«**PAGA_Estimated_Settlement_Amount**». Los montos reales que usted podría recibir probablemente serán diferentes y dependerán de varios factores, como cuántas otras personas decidan excluirse.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ASENTAMIENTO	
NO HACER NADA	Usted no tiene que hacer nada en respuesta a este aviso. Si no hace nada, seguirá siendo elegible para recibir automáticamente un Pago Individual de la Colectiva y un Pago PAGA (si corresponde) si el Tribunal otorga la aprobación final del asentamiento. En tal caso, quedará vinculado por las disposiciones de liberación en el asentamiento.
EXCLUIRSE	Usted puede excluirse del Asentamiento presentando un formulario de Solicitud de Exclusión. Si se excluye, no podrá objetar al Asentamiento de la Colectiva, usted no recibirá un Pago Individual de la Colectiva y no quedará vinculado por las disposiciones de liberación de la Colectiva en el asentamiento. Sin embargo, si usted

	es Miembro PAGA, seguirá siendo Miembro PAGA y liberará sus reclamaciones cubiertas por PAGA. No puede excluirse de la parte de PAGA del Asentamiento.
OBJETAR	Usted puede objetar al Asentamiento presentando una objeción por escrito. Si el Tribunal otorga la aprobación final del asentamiento a pesar de su objeción, seguirá siendo elegible para recibir automáticamente un Pago Individual de la Colectiva si el Tribunal otorga la aprobación final del asentamiento. En tal caso, quedará vinculado por las disposiciones de liberación en el asentamiento.

La audiencia de aprobación final del Tribunal está programada para el 22 de enero de 2025, a la 1:30 p.m., en el Departamento H del Tribunal Superior del Condado de Marín, ubicado en 3501 Civic Center Drive, San Rafael, CA 94903. Usted no está obligado a asistir, pero tiene derecho a comparecer. Para obtener más información, lea atentamente este aviso.

1. ¿DE QUÉ TRATA LA DEMANDA?

Los Representantes de la Colectiva son empleados actuales y anteriores de los Demandados. Los Representantes de la Colectiva alegaron que los Demandados violaron las leyes laborales y de empleo de California al: (1) no pagar todos los salarios mínimos; (2) no pagar todas las horas extras; (3) violaciones de los periodos de comida y las primas de periodos de comida; (4) violaciones de los descansos y las primas de descansos; (5) pago de salarios fuera de plazo; (6) violaciones de los comprobantes de pago; (7) sanciones por tiempo de espera; (8) no pagar salarios a tiempo durante el empleo; (9) no reembolsar gastos comerciales; (10) violaciones de la ley de competencia desleal; y (11) violaciones de PAGA.

Los Demandados niegan haber violado alguna ley o haber incumplido el pago de salarios, y sostienen que cumplieron con todas las leyes aplicables.

2. ¿CUÁLES SON LOS TÉRMINOS PROPUESTOS DEL ASENTAMIENTO?

En la Audiencia de Aprobación Final, los Representantes de la Colectiva, a través de los Abogados de la Colectiva, solicitarán al Tribunal que apruebe un Monto Bruto del Asentamiento de \$3,000,000 y autorice las siguientes deducciones: Pagos de Servicio a los Representantes de la Colectiva de \$10,000 para cada uno, Honorarios de Abogados de la Colectiva por el 33.33% del Monto Bruto del Asentamiento, Costos de Litigio de los Abogados de la Colectiva (no más de \$26,000), la porción del 75% (\$45,000) del Pago PAGA para la LWDA, y los Gastos Administrativos a ser pagados al administrador externo del asentamiento (estimado en \$25,000.00).

Después de realizar las deducciones mencionadas aprobadas por el Tribunal, el Administrador calculará y distribuirá los Pagos Individuales de la Colectiva y PAGA a los Miembros Participantes de la Colectiva según sus Semanas Laborales en el Período de la Colectiva. El 25% de cada Pago Individual de la Colectiva constituirá salarios gravables (“Porción de Salario”) y el 75% constituirá intereses y sanciones (“Porción No Salarial”). La Porción de Salario está sujeta a retenciones fiscales y se informará en formularios IRS W-2.

Safelite Solutions y Safelite Fulfillment pagarán por separado los impuestos laborales del empleador sobre la Porción de Salario. El Administrador informará las Porciones No Salariales de los Pagos Individuales de la Colectiva en formularios IRS 1099.

Usted será tratado como un Miembro Participante de la Colectiva, participando completamente en el asentamiento, a menos que presente una Solicitud de Exclusión firmada antes del 17 de diciembre de 2024 (“Fecha Límite de Respuesta”). Si usted trabajó durante el Período PAGA, será Miembro PAGA, ya sea que presente o no una Solicitud de Exclusión.

Una vez que la Sentencia sea final y Safelite Solutions y Safelite Fulfillment hayan financiado completamente el asentamiento y pagado por separado todos los impuestos laborales del empleador, los Miembros Participantes de la Colectiva y PAGA estarán legalmente impedidos de hacer valer cualquiera de los reclamos liberados bajo el asentamiento, como sigue:

Liberación por Miembros Participantes de la Colectiva: Todos los Miembros Participantes de la Colectiva liberan a las Partes Liberadas de cualquier y todos los reclamos, daños y sanciones alegados en la Demanda Operativa y todos los reclamos y sanciones que podrían haberse presentado basados en las alegaciones fácticas de la Demanda Operativa durante el Período de la Colectiva, incluidos, sin limitación, los reclamos por: (1) incumplimiento en el pago de todos los salarios mínimos; (2) incumplimiento en el pago de todas las horas extras; (3) violaciones de los periodos de comida y las primas de periodos de comida; (4) violaciones de los descansos y las primas de descansos; (5) pago de salarios fuera de plazo; (6) violaciones de los comprobantes de pago; (7) incumplimiento en proporcionar permisos por enfermedad pagados; (8) sanciones por tiempo de espera; (9) no pagar salarios a tiempo durante el empleo; (10) incumplimiento en el reembolso de gastos comerciales; y (11) violaciones de la ley de competencia desleal (los “Reclamos Liberados de la Colectiva”).

Liberación por Miembros PAGA: Los Demandantes Nombrados y el Estado de California liberan a los Demandados y están para siempre impedidos de perseguir reclamos bajo PAGA alegados en la Demanda Operativa durante el Período PAGA o que podrían haberse alegado basados en los hechos alegados en la Demanda Operativa durante el Período PAGA para los Miembros PAGA, incluidas, sin limitación, sanciones basadas en las violaciones subyacentes alegadas por: (1) incumplimiento en el pago de todos los salarios mínimos; (2) incumplimiento en el pago de todas las horas extras; (3) violaciones de los periodos de comida y las primas de periodos de comida; (4) violaciones de los descansos y las primas de descansos; (5) pago de salarios fuera de plazo; (6) violaciones de los comprobantes de pago y mantenimiento de registros; (7) incumplimiento en proporcionar permisos por enfermedad pagados; (8) sanciones por tiempo de espera; (9) incumplimiento en el reembolso de gastos comerciales; (10) incumplimiento en el pago oportuno de salarios durante el empleo.

3. ¿CÓMO SE CALCULA MI PAGO INDIVIDUAL DE LA COLECTIVA Y PAGA?

El número de Semanas Laborales que usted trabajo en el periodo de la colectiva está indicado en la primera página de este aviso. El Administrador calculará los Pagos Individuales de la Colectiva: (1) dividiendo el Monto Neto del Asentamiento entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Colectiva, y luego (2) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Colectiva. En otras palabras, usted recibirá una compensación proporcional basada en la duración de su empleo en relación con otros Miembros de la Colectiva.

El Administrador calculará su Pago Individual de PAGA (si corresponde) dividiendo el Monto del Asentamiento de PAGA para Miembros (\$15,000.00) entre el número total de Semanas Laborales trabajadas por todos los Miembros PAGA durante el Periodo PAGA; y multiplicando el resultado por las Semanas Laborales de cada Miembro PAGA.

4. ¿CÓMO PUEDO CORREGIR EL NÚMERO DE SEMANAS LABORALES?

Usted tiene hasta la Fecha Límite de Respuesta, el 17 de diciembre de 2024, para corregir o impugnar el número de Semanas Laborales. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo a la siguiente dirección:

Administrador:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Teléfono: (888) 250-6810

El Administrador aceptará el cálculo de las Semanas Laborales de los Demandados como exacto, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de los originales, ya que los documentos no le serán devueltos.

5. ¿CÓMO RECIBIRÉ EL PAGO?

El Administrador enviará, por correo de EE. UU., cheques a cada Miembro Participante de la Colectiva y a cada Miembro de PAGA después de la Fecha Efectiva del Asentamiento. Su cheque será enviado a la misma dirección que este aviso. Si cambia su dirección, notifique al Administrador lo antes posible.

6. ¿CÓMO PUEDO EXCLUIRME DEL ASENTAMIENTO DE LA COLECTIVA?

Complete el formulario adjunto de Solicitud de Exclusión y envíelo por correo al Administrador en la dirección indicada en la Pregunta No. 4, con matasellos antes de la Fecha Límite de Respuesta. No puede solicitar la exclusión de la parte del Asentamiento relacionada con PAGA.

7. ¿CÓMO PUEDO OBJETAR AL ASENTAMIENTO?

Solo los Miembros Participantes de la Colectiva tienen derecho a objetar el Asentamiento enviando una objeción por escrito al Administrador antes de la Fecha Límite de Respuesta, el 17 de diciembre de 2024. Para objetar, usted debe proporcionar una declaración por escrito al Administrador indicando a qué se opone, por qué se opone y cualquier hecho o ley que respalde su objeción. La objeción también debe incluir las palabras “Objeción al asentamiento en *DeMartini v. Safelite*”. Debe firmar la objeción e incluir su nombre, dirección actual, número de teléfono y sus fechas aproximadas de empleo. También debe indicar si tiene la intención de asistir a la Audiencia de Aprobación Final.

Si usted decide objetar a los términos del asentamiento, puede representarse a sí mismo (*en propia persona*) o hacerlo a través de su propio abogado. En ese caso, continuará como Miembro Participante de la Colectiva, ya sea *en propia persona* o con representación legal, y será responsable de los honorarios y costos de su abogado.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Si puede, pero no está obligado a asistir a la Audiencia de Aprobación Final el 22 de enero de 2025, a las 1:30 p.m. en el Departamento H del Tribunal Superior del Condado de Marín, ubicada en 3501 Civic Center Drive, San Rafael, CA 94903. En la audiencia, el juez decidirá si otorga la Aprobación Final del Asentamiento y cuánto del Asentamiento Bruto se pagará a la LWDA, los Abogados de la Colectiva, los Representantes de la Colectiva y el Administrador. El Tribunal invitará a comentar a los Abogados de la Colectiva, los Abogados de la Defensa y a quienes hayan presentado objeciones por escrito a tiempo e indicado su intención de hablar en la audiencia antes de tomar una decisión.

El Tribunal puede reprogramar la Audiencia de Aprobación Final sin previo aviso a los Miembros de la Colectiva. Por favor verifique el expediente en línea del Tribunal, el sitio web del Asentamiento o contacte al Administrador o a los Abogados de la Colectiva para confirmar la fecha y hora de la Audiencia de Aprobación Final, si usted cree que ha sido aplazada o cambiada.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que los Demandados y los Demandantes han prometido hacer bajo el Asentamiento propuesto. La forma más fácil de leer el Acuerdo, la Sentencia u otros documentos del Asentamiento es ir al sitio web del Asentamiento www.ilymgrouclassaction.com/safelite. Alternativamente, puede acceder al sitio web del Tribunal, acceder al Registro de Acciones y buscar el caso usando el número de caso que se encuentra en la parte

superior de este aviso. También puede llamar o enviar un correo electrónico a los Abogados de la Colectiva a las siguientes direcciones:

Abogados de la Colectiva

James Hawkins APLC

James R. Hawkins
Christina M. Lucio
Mitchell J. Murray
9880 Research Drive, Suite 200
Irvine, CA 92618
james@jameshawkinsaplc.com
christina@jameshawkinsaplc.com
mitchell@jameshawkinsaplc.com

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Norman B. Blumenthal
Kyle R. Nordrehaug
2255 Calle Clara
La Jolla, CA 92037
norm@bamlawca.com
kyle@bamlawca.com

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ASENTAMIENTO O NO LO COBRO?

Si usted pierde o extravía su cheque del asentamiento, el Administrador lo reemplazará si lo solicita antes de la fecha de vencimiento en el cheque original. Si su cheque ya está vencido o no lo ha cobrado, los fondos serán entregados a la División de Propiedad No Reclamada del Estado de California a su nombre. Para más información, por favor revise cómo procesar una reclamación de sus fondos con el Estado de California, https://www.sco.ca.gov/upd_form_claim.html.

POR ORDEN DEL TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

Request for Exclusion Form

Marie DeMartini, et al. v. Safelite Fulfillment, Inc., et al.
Superior Court of the State of California for the County of Marin
Case No. CIV2002076

By signing and returning this form, I confirm that I do **NOT** want to be included in the Class Settlement or receive a Class Member settlement check in the class action lawsuit referenced above.

I understand that by opting out, **I am giving up my right to receive any Class payments** in this Settlement. To “opt out,” this form must be postmarked no later than December 17, 2024 and mailed via U.S. Mail to the following address:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

I confirm that I have reviewed the Notice of Class Action Settlement. I have decided that I would like to be excluded from the class and to **not** participate in the proposed settlement or receive an individual Class settlement check that I am otherwise entitled to receive.

Dated: _____

(Signature)

(Last Four Digits of SSN)

(Type or print name and former name(s))

(Telephone Number)

(Address)

Formulario de Solicitud de Exclusión

Marie DeMartini, et al. v. Safelite Fulfillment, Inc., et al.
Tribunal Superior del Estado de California para el Condado de Marín
Número de Caso CIV2002076

Al firmar y devolver este formulario, confirmo que **NO** deseo ser incluido en el Asentamiento de la Colectiva ni recibir un cheque de asentamiento como Miembro de la Colectiva en la demanda colectiva mencionada anteriormente.

Entiendo que al optar por excluirme, **renuncio a mi derecho de recibir cualquier pago de la Colectiva** en este Asentamiento. Para “optar por excluirse”, este formulario debe tener el sello postal con fecha no posterior al 17 de diciembre de 2024 y enviarse por correo postal de EE. UU. a la siguiente dirección:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Confirmo que he revisado el Aviso del Asentamiento de Demanda Colectiva. He decidido que me gustaría ser excluido de la Colectiva y **no** participar en el asentamiento propuesto ni recibir un cheque de Asentamiento de la Colectiva individual que de otro modo tendría derecho a recibir.

Fecha: _____

(Firma)

(Últimos cuatro dígitos del Número de Seguro Social)

(Escriba o imprima su nombre y nombre(s) anterior(es))

(Número de Teléfono)

(Dirección)