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Attorneys for Plaintiff
STEVE VALENZUELA

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ANDRES ARCOS, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

AXIOM MATERIALS, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Lead Case No.: 30-2020-01144794-CU-OE-CXC

(Consolidated Case Nos: 30-2020-01140945-CU-OE-CXC; 30-2020-01155811-CU-OE-CXC; and 30-2020-01168863-CU-OE-CXC)

Assigned for all purposes to the Hon. Peter Wilson, Dept. CX101

**SUPPLEMENTAL DECLARATION OF
HEATHER DAVIS IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 9, 2023
Time: 2:00 p.m.
Dept: CX101

1 JONATHAN MELMED, SBN 290218

2 jm@melmedlaw.com

3 **MELMED LAW GROUP, P.C.**

4 1801 Century Park East, Suite 850

5 Los Angeles, California 90067

6 Telephone: 310-824-3828

7 Facsimile: 310-862-6851

8 Attorneys for Plaintiff

9 WILLIAM ZELAYA

10 KASHIF HAQUE, SBN 218672

11 SAMUEL A. WONG, SBN 217104

12 JESSICA L. CAMPBELL, SBN 280626

13 FAWN F. BEKAM, SBN 307312

14 **AEGIS LAW FIRM, PC**

15 9811 Irvine Center Drive, Suite 100

16 Irvine, California 92618

17 Telephone: (949) 379-6250

18 Facsimile: (949) 379-6251

19 Attorneys for Plaintiff

20 ANDRES ARCOS

1 **SUPPLEMENTAL DECLARATION OF HEATHER M. DAVIS**

2 I, Heather M. Davis, declare as follows:

3 1. I am an attorney duly licensed to practice law before all courts of the State of
4 California and all United States District Courts in the State of California. I am a partner of the
5 Protection Law Group, LLP, attorneys of record for named Plaintiff Steve Valenzuela (“Plaintiff
6 Valenzuela”). I have personal knowledge of the facts stated herein and if called as a witness I could
7 and would competently testify thereto.

8 **Settlement Administrator’s Declaration**

9 2. Plaintiff Valenzuela inadvertently failed to file the Settlement Administrator’s
10 Declaration. Settlement Administrator’s Declaration includes information on objections, opt outs
11 and disputes, as well as provide the estimated average, high and low payments for the individual
12 settlement payments and individual PAGA payments, and any estimated payments to each of the
13 Plaintiffs. Attached as **Exhibit 1**, is a true and correct copy of the Declaration of Mekenna Snow
14 of ILYM Group, Inc. in Support of Motion for Final Approval of Class Action Settlement
15 (“Settlement Administrator Decl.”) signed December 9, 2022.

16 **Steps Taken To Confirm Accuracy of Class List**

17 3. Carlos Jimenez from my office, and Matthew Disbrow Matthew and Radler
18 (counsel for Defendant Axiom Materials, Inc.) recently spoke, and Mr. Disbrow and Mr. Radler
19 agreed to provide a declaration from Defendant detailing all efforts taken to ensure that the Class
20 List is accurate and no groups have been omitted. Attached as **Exhibit 2**, is a true and correct copy
21 of the Declaration of Blanca Alvarez (“Alvarez Decl.”) detailing the efforts taken by Defendant to
22 ensure that the Class List is accurate and no groups have been omitted.

23 **Percentages of Each Class Counsel**

24 4. All three firms agreed to split the fee award. The fee splitting agreement between
25 Protection Law Group, LLP, Aegis Law Firm, PC, and Melmed Law Group P.C., which provides
26 40% to Protection Law Group, LLP, 40% to Aegis Law Firm, PC, and 20% to Melmed Law Group
27 P.C.
28

Notice of Judgement to the Class

5. The Final Judgment will be posted on the Settlement Administrator’s website (www.ilymgroup.com/Axiom), and the address to the website will be listed on the “Memo” section of each individual settlement check.

Lodestar Check

6. The following table provides a breakdown of the time and fees for each attorney:

Attorney	Time/Hours	Rate	Total
Heather Davis	18.3	\$800.00	\$14,640.00
Amir Nayebdadash	13.9	\$725.00	\$10,077.50
Emi Minnie	57.2	\$650.00	\$37,180.00
Luke Clapp	31.6	\$500.00	\$15,800.00
Carlos Jimenez	16.5	\$700.00	\$11,550.00
Arnel Tan	8.0	\$350.00	\$2,800.00
Total	145.5		\$92,047.50

7. Concurrently filed with this declaration is the Supplemental Declaration of Fawn B. Bekam In Support of Motion for Final Approval of Class Action Settlement (“Bekam Decl.”), and the Declaration of Jonathan Melmed In Support of Plaintiff’s Motion for Final Approval of Class Action Settlement (“Melmed Decl.”).

Estimated Hours Spent By Each Plaintiff

8. Plaintiff Valenzuela estimates he spent approximately 13 hours on this matter. See paragraph 2 of Plaintiff Valenzuela’s declaration filed concurrently with this declaration.

9. Plaintiff Andres Arcos estimates he spent approximately 25 hours on this matter. See paragraph 2 of Plaintiff Arcos’ declaration filed concurrently with this declaration.

10. Plaintiff William Zelaya estimates he spent approximately 10-12 hours on this matter. See paragraph 6 of Plaintiff Zelaya’s declaration filed concurrently with this declaration.

Final Accounting Hearing

11. Class Counsel have met and conferred, and request that the Court schedule the Final Accounting Hearing on January 26, 2024 at 9:00 am, with a Final Report due January 16, 2024.

12. The Final Report will include all information necessary for the Court to determine the total amount actually paid to class members and any amounts tendered to the State Controller's Office under Unclaimed Property law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 30, 2023.


Heather Davis

Exhibit 1

1 HEATHER DAVIS, SBN 239372
2 heather@protectionlawgroup.com
3 AMIR NAYEBDADASH, SBN 232204
4 amir@protectionlawgroup.com
5 CARLOS JIMENEZ, SBN 227534
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8 237 California Street
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11 Facsimile: (866) 264-7880

12 Attorneys for Plaintiff
13 STEVE VALENZUELA

14 *[Additional counsel listed on next page]*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

ANDRES ARCOS, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

AXIOM MATERIALS, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Lead Case No.: 30-2020-01144794-CU-
OECXC

(Consolidated Case Nos: 30-2020-01140945-
CU-OE-CXC; 30-2020-01155811-CUOECXC;
and 30-2020-01168863-CU-OE-CXC)

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

Date: January 5, 2023

Time: 2:00 p.m.

Judge: Peter Wilson

Dept.: CX102

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Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

Attorneys for Plaintiff
ANDRES ARCOS

1
2 I, Makenna Snow declare as follows:

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

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

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

1 4. On August 19, 2022, ILYM Group received the Court approved text for the Notice
2 Packet from Counsel for Plaintiffs. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel prior to mailing.

4 5. On August 29, 2022, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address,
6 telephone numbers, and the total number of applicable workweeks worked for each Settlement
7 Class Member during the Class Period and PAGA Period (if applicable). The data file was
8 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
9 List contained 177 individuals with a total of 20,045 Class Workweeks.

10 6. As part of the preparation for mailing, all 177 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendant was used for the mailing of the Notice Packet.

18 7. On September 6, 2022, the Notice Packet was mailed, via U.S First Class Mail, to
19 all 177 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
20 copy of the mailed Notice Packet.

21 8. As of the date of this declaration, 15 Notice Packets have been returned to our office.
22 Of the 15 returned Notice Packets, none were included returned with a forwarding address. ILYM
23 Group performed a computerized skip trace on the 15 returned Notice, in an effort to obtain an
24 updated address for purpose of re-mailing the Notice Packet. As a result of this skip trace, 11
25 updated addresses were obtained and the Notice Packet was promptly re-mailed to those Settlement
26 Class Members, via U.S First Class Mail.

27 9. As of the date of this declaration, a total of 11 Notice Packets have been re-mailed
28 as a result of ILYM Group's skip tracing efforts.

10. As of the date of this declaration, a total of 4 Notice Packets have been deemed undeliverable, as no updated address was found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has not received requests for exclusion. The deadline to request exclusion from the Settlement was November 5, 2022.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was November 5, 2022.

13. As of the date of this declaration, ILYM Group will report a total of 177 Settlement Class Members, representing 100% of the 177 Class Members.

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

Gross Settlement Amount	\$ 850,000.00
Class Counsel Fees	\$ 283,333.33
Class Counsel Litigation Costs	\$ 21,234.50
Enhancement Award- Andres Arcos	\$ 5,000.00
Enhancement Award- Steve Valenzuela	\$ 5,000.00
Enhancement Award- William Zelaya	\$ 5,000.00
Administration Fees	\$ 9,957.85
LWDA Payment(75% of PAGA Payment)	\$37,500.00
PAGA Members (25% PAGA Payment)	\$ 12,500.00
Net Settlement Amount (estimated)	\$ 470,474.32

To determine a Settlement Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these

1 calculations, the Settlement Class Members will receive an estimated average gross payment of
2 \$2,658.05, with the estimated highest gross payment being \$7,604.57, and an estimated lowest
3 gross payment of \$23.47. Plaintiff Andres Arcos is estimated to receive a gross class payment of
4 \$1,520.00. Plaintiff William Zelaya is estimated to receive a gross class payment of \$2,948.30.
5 Plaintiff Steve Valenzuela is estimated to receive a gross class payment of \$0.00, as he did not work
6 during the Class Period. But, due to his lengthy workers' compensation leave, Plaintiffs maintain
7 that Plaintiff Steve Valenzuela is nonetheless a Settlement Class Member because of claims related
8 to his final paycheck, which was issued in 2019.

9 To determine a PAGA Member's individual PAGA payment, the distribution shall be
10 divided amount all PAGA Members on a pro rata basis, based on the ration in the Applicable PAGA
11 Workweeks worked by each PAGA Member during the PAGA Period, to the total number of
12 Applicable PAGA Workweeks, worked by all PAGA Members during the PAGA Period. Based
13 on these calculations, the PAGA Members will received an estimated average payment of \$70.62,
14 with an estimated highest payment being \$171.43, and an estimated lowest payment of \$2.04.
15 Plaintiff Andres Arcos is estimated to receive a PAGA payment of \$48.98. Plaintiff William Zelaya
16 is estimated to receive a PAGA payment of \$67.35. Plaintiff Steve Valenzuela is estimated to
17 receive a PAGA payment of \$0.00, as he did not work during the PAGA Period. But, due to his
18 lengthy workers' compensation leave, Plaintiffs maintain that Plaintiff Steve Valenzuela is
19 nonetheless a PAGA Member because of claims related to his final paycheck, which was issued in
20 2019.

21 15. ILYM Group's total fees and costs for services in connection with the administration
22 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
23 costs for completion of the settlement administration, are \$9,957.85. ILYM Group's work in
24 connection with this matter will continue with the calculation of the settlement award payments,
25 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
26 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
27 Group to perform.

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5 I declare under penalty of perjury under the laws of the State of California and the United
6 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
7 was executed this 9th day of December 2022, at Tustin, California.

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Makenna Snow
MAKENNA SNOW

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EXHIBIT “A”

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT

Arcos v. Axiom Materials, Inc.

Orange County Superior Court Case No. 30-2020-01144794

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	All current and former non-exempt employees of Defendant Axiom Materials, Inc. (“Defendant”) in California who worked for Defendant or any predecessor or successor company of Defendant in California at any time between May 26, 2016, and August 15, 2022.
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BASIC INFORMATION

1. What is this settlement about?

There are four pending lawsuits against Axiom Materials, Inc. Three lawsuits, *Valenzuela v. Axiom Materials*, Orange County Superior Court Case No. 30-2020-01140945-CU-OE-CXC, *Zelaya v. Axiom Materials, Inc.*, Orange County Superior Court Case No. 30-2020-01155811-CU-OE-CXC and *Arcos v. Axiom Materials, Inc.*, Orange County Superior Court Case No. 30-2020-01168863-CU-OE-CXC, have been brought on a representative basis pursuant to the California Private Attorneys General Act of 2004 (PAGA). Additionally, a separate action, *Arcos v. Axiom Materials, Inc.* Orange County Superior Court Case No. 30-2020-01144794-CU-OE-CXC, has been filed on a class and representative basis on behalf of all current and former non-exempt employees of Defendant Axiom Material’s Inc. (“Defendant”) in California who worked for Defendant or any predecessor or successor company in California at any time between May 26, 2016, and **August 15, 2022**. These lawsuits are referred to collectively herein as the “Actions.”

The Actions were brought by Plaintiffs Steve Valenzuela, William Zelaya, and Andres Arcos (collectively “Plaintiffs”) who are former employees of Defendant. Plaintiffs claim that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Defendant failed to provide them and other employees with compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including overtime, did not provide accurate wage statements, did not timely pay all wages owed during their employment and upon termination, failed to pay employees for vacation time, and maintained unfair business practices. The Actions seek to recover damages, penalties, and restitution, including penalties pursuant to PAGA.

Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people, called the Class Representatives, sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Class Action Settlement Agreement (“Agreement” or “Settlement”). On August 15, 2022 the Court granted preliminary approval of the Settlement, appointed Plaintiffs as the Class Representatives, and appointed their attorneys at Protection Law Group LLP, Melmed Law Group P.C., and Aegis Law Firm P.C. as counsel for the Class (“Class Counsel”).

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee who worked for Defendant or any predecessor or successor company of Defendant in California at any time between May 26, 2016, and August 15, 2022.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Eight Hundred and Fifty Thousand Dollars (\$850,000) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 1/3 of the Gross Settlement Amount or Two Hundred and Eighty-Three Thousand Three Hundred and Thirty Three Dollars and Thirty-Three Cents (\$283,333.33);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Enhancement Payment to the Class Representatives** in an amount of \$5,000 each (\$15,000 total)
- D. **Settlement Administration Costs** which are currently estimated to be Seven Thousand Dollars (\$7,000); and
- E. **PAGA Penalties** in the amount of Fifty Thousand Dollars (\$50,000) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$37,500) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500) will be distributed to current and former non-exempt employees of Defendant in California who worked for Defendant or any predecessor or successor company of Defendant in California at any time between May 15, 2019, and August 15, 2022.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as non-exempt employee of Defendant between May 26, 2016, and **August 15, 2022**. (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the class period. Your Individual Settlement Payment is \$XXX.XX ((Settlement Class Member’s Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.

You worked XXX workweeks during the PAGA period. Your Individual PAGA Payment is \$XXX.XX ((PAGA Class Member’s Qualifying Workweeks during the PAGA Period ÷ All Qualifying Workweeks during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.

This amount was determined based on Defendant's record of your employment between May 26, 2016, and **August 15, 2022**, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period or PAGA Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by November 5, 2022. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator's initial determination. The Settlement Administrator's contact information is listed below:

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

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, Participating Class Members shall fully release and discharge the "Released Parties" from any and all "Released Class Claims" and "Released PAGA Claims" that accrued during the "Settlement Class Period."

The "Released Parties" means Defendant and any of its parents, subsidiaries, predecessors, successors, affiliates and assigns, and its and their agents, attorneys, insurers, investors, shareholders, owners, members, partners, officers, directors, managers, and employees.

The "Released Class Claims" means any and all claims, liens, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, interest, equitable relief, or causes of action, of any nature whatsoever, that either were or could have been asserted or sought either under state or Federal law based on or arising from the facts alleged in the Complaints (including, without limitation, (1) failure to pay wages, including but not limited to overtime wages, (2) failure to provide compliant meal and rest breaks and failure to pay premiums for alleged meal and rest break violations, (3) inaccurate wage statements, (4) failure to pay unpaid wages at time of separation, including accrued but unpaid vacation or paid time off, as well as any associated waiting-time penalties, (5) violations of Business & Professions Code §§ 17200 et seq., (6) statutory penalties recoverable under or pursuant to PAGA, and (7) all damages, penalties, attorney fees, costs, interest, and other amounts recoverable pursuant to (1) through (6), above, to the extent permissible under the California Labor Code, California Industrial Welfare Commission Order, and the California Business and Professions Code.

"Released PAGA Claims" means any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 alleged or that could have been alleged based on the facts asserted in the operative Complaints including, but not limited to civil penalties arising from allegation regarding Defendant's alleged: (1) failure to pay wages, including but not limited to overtime wages, (2) failure to provide compliant meal and rest breaks and failure to pay premiums for alleged meal and rest break violations, (3) inaccurate wage statements, (4) failure to pay unpaid wages at time of separation, including accrued but unpaid vacation or paid time off, as well as any associated waiting-time penalties, and (5) violations of Business & Professions Code §§ 17200 et seq., (6) all damages, penalties, attorney fees, costs, interest, and other amounts recoverable pursuant to (1) through (6), above, to the extent permissible under the California Labor Code, California Industrial Welfare Commission Order, and the California Business and Professions Code. The Released PAGA Claims also includes a release from the State of California (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA period) of all PAGA claims alleged in the operative Complaints during the PAGA Period.

The “Class Period” during which the release of Released Class Claims pertains is from May 26, 2016, through the date of preliminary approval of the settlement.

The “PAGA Period” during which the release of Released PAGA Claims pertains is from May 15, 2019, through the date of preliminary approval of the settlement.

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: I wish to exclude myself from the class action settlement reached in the matter of *Arcos v. Axiom Materials, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.”

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by November 5, 2022. You cannot exclude yourself by phone or any means other than those described in this Notice.

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

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Protection Law Group, LLP, Melmed Law Group, PC and Aegis Law Firm, PC as Class Counsel. These attorneys contact information is set forth below:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebedadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

MELMED LAW GROUP PC

Jonathan Melmed, Esq.
1801 Century Park East, Suite 850
Los Angeles, California 90067
Telephone: 310-824-3828

AEGIS LAW FIRM PC

Kashif Haque, Esq.
Fawn Bekam, Esq.
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250

Class Counsel will ask the Court for attorneys' fees of up to \$283,333.33 and reimbursement of litigation cost/expenses of up to \$30,000. The amounts requested for attorneys' fees and costs are the total amounts sought for all three Plaintiffs' firms. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court I want to object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than November 5, 2022. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 2:00 p.m. on January 5, 2023, at the Orange County Superior Court located at 751 West Santa Ana Blvd., Santa Ana, CA 92701 in Department CX102. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.ilymgroup.com

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the Released Parties about the Released Class Claims or Release PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash

your settlement check within 180 days from the date on the check, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement and the Amendment to Settlement Agreement. You can get a copy of the Settlement Agreement and the Amendment to Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.ilymgroup.com or by contacting the Settlement Administrator or Class Counsel. The documents you may view on the Settlement Administrator's website are: (1) the operative Complaints in each of the Consolidated Actions; (2) the Settlement Agreement; (3) the Amendment to Settlement Agreement; (4) the Second Amendment to Settlement Agreement; (5) the Supplement Declaration; (6) the Class Notice; (7) the Request for Exclusion Form; (8) the Order granting Preliminary Approval; (9) the Order granting Final Approval; and (10) the Judgment. You may also review the documents that have been filed in this matter with the Court (for a fee) on the Court's website: <https://www.occourts.org/online-services/case-access>.

To access filed documents, after typing in the Court's website into your web browser, you should be directed to the "Case Access" page. Click on the "Access Now" button that is next to "Civil Case & Document Access." Then, click "Accept Terms." Then, enter "30-2020-01144794" in the Case Number box, click on the "I'm not a robot," and then click search.

You should be directed to the "Case Summary" click on "Register of Actions," then click in the white box that is next to the document you wish to download.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

REQUEST FOR EXCLUSION FROM THE SETTLEMENT

Arcos v. Axiom Materials, Inc.

Orange County Superior Court, Case No. 30-2020-01144794-CU-OE-CXC

IF YOU COMPLETE THIS FORM YOU WILL NOT RECEIVE YOUR SHARE OF CLASS SETTLEMENT BENEFITS UNDER THE SETTLEMENT

DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT

TO BE EXCLUDED FROM THE SETTLEMENT, THIS REQUEST FOR EXCLUSION FORM MUST BE SIGNED AND MAILED TO THE SETTLEMENT ADMINISTRATOR VIA U.S. MAIL POSTMARKED ON OR BEFORE NOVEMBER 5, 2022

INSTRUCTIONS

If you do not want to participate in this lawsuit and Settlement, you may “opt out” of the Settlement. If you opt out of this lawsuit and the Settlement, (a) you will have no right to receive a payment from the class settlement; (b) you will not be bound by the terms of the Settlement; and (c) you will have no right to object to the Settlement and be heard at the Final Approval hearing.

Do not submit both this form and an objection form. If you submit both a request for exclusion and objection to the settlement, the settlement administrator will attempt to contact you to determine whether you wish to object to or be excluded from the settlement. If you cannot be reached, the Request for Exclusion will govern and you will be excluded from the settlement.

If you were employed at any time between May 15, 2019, and August 15, 2022 you will still receive your share of penalties arising under the California Private Attorneys General Act of 2004 (“PAGA”) claim because the opt-out provision does not apply to this claim. However, you will not receive your share of the settlement for the class claims.

To opt out, you must fill out all information in the section below, sign, and return this Request for Exclusion Form to the Settlement Administrator at the address below. To be timely, your Request for Exclusion Form must be postmarked **on or before November 5, 2022**.

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

OPT OUT SIGNATURE

By signing this Request for Exclusion Form, I wish and hereby exclude myself from the class settlement reached in the matter of *Arcos v. Axiom Materials, Inc.* By signing this Request for Exclusion Form, I understand that I will not receive money from the class portion of the settlement and cannot object to the Settlement or to be heard at the Final Approval hearing.

Signed: _____

Dated: _____

Print Name: _____

Address: _____

Home Telephone Number: _____

Last 4 Digits of Social Security Number or Employee ID: _____

NOTIFICACION DEL ACUERDO PROPUESTO PARA LA ACCIÓN DE DEMANDA COLECTIVA Y PAGA

Arcos v. Axiom Materials, Inc.

Corte Superior del condado de Orange Caso No. 30-2020-01144794

**ESTA ES UNA NOTIFICACIÓN AUTORIZADA POR LA CORTE. NO ES UNA SOLICITACIÓN.
POR FAVOR LEA ESTA NOTIFICACIÓN ATENTAMENTE.
SUS DERECHOS LEGALES SE VEN AFECTADOS TANTO SI ACTÚA COMO SI NO ACTÚA.**

Para: Todos los empleados actuales y ex empleados no exentos del Demandado Axiom Materials, Inc. (“Demandado”) en California, que trabajaron para el Demandado o cualquier compañía predecesora o sucesora en California en cualquier momento entre el 26 de mayo de 2016 y la 15 de agosto de 2022.

INFORMACIÓN BÁSICA

1. ¿De qué se trata este acuerdo?

Existen cuatro demandas pendientes contra Axiom Materials, Inc. Se han presentado tres demandas, *Valenzuela v. Axiom Materials*, Corte Superior del condado de Orange Caso No. 30-2020-01140945-CU-OE-CXC, *Zelaya v. Axiom Materials, Inc.*, Corte Superior del condado de Orange Caso No. 30-2020-01155811-CU-OE-CXC y *Arcos v. Axiom Materials, Inc.*, Corte Superior del condado de Orange Caso No. 30-2020-01168863-CU-OE-CXC en base a representantes conforme a la Ley General de Abogados Privados de California de 2004 (PAGA, por su sigla en inglés). Además, ha sido presentada una acción separada, *Arcos v. Axiom Materials, Inc.*, Corte Superior del condado de Orange Caso No. 30-2020-01144794-CU-OE-CXC en base a representante y demanda colectiva en nombre de todos los empleados actuales y ex empleados no exentos del Demandado Axiom Materials Inc. (“Demandado”) en California, que trabajaron para el Demandado o cualquier compañía predecesora o sucesora en California en cualquier momento entre el 26 de mayo de 2016 y la **15 de agosto de 2022**. Estas demandas se refieren colectivamente en este documento como las “Acciones”.

Las Acciones fueron presentadas por los Demandantes Steve Valenzuela, William Zelaya y Andrés Arcos (colectivamente “Demandantes”), quienes son ex empleados del Demandado. Los demandantes reclaman que el Demandado violó secciones del Código Laboral de California y del Código de Profesiones y Empresas de California. Específicamente, los Demandantes alegan que el Demandado no les proveyó a ellos y a otros empleados con los periodos obligatorios para comidas y para descanso y pago de prima asociada, no pagó apropiadamente a los empleados todos los salarios debidos por el tiempo trabajado incluido las horas extra, no proveyó declaraciones de salario exactas, no pagó oportunamente todos los salarios debidos durante su empleo y luego de la terminación, no pagó a los empleados por tiempo vacacional, y mantuvo prácticas empresariales injustas. Las Acciones buscan recuperar los daños, multas, y restitución, inclusive multas conforme a PAGA.

El Demandado niega todas las violaciones alegadas y niega que deba a los miembros de la demanda colectiva compensación alguna. La Corte no ha emitido un fallo sobre los méritos del caso.

2. ¿Por qué esta acción de demanda colectiva?

En una acción de demanda colectiva, una o más personas, llamadas Representantes de la Demanda Colectiva, demandan en nombre de las personas que tienen reclamos similares. Todas esas personas son referidas como Miembros de la Demanda Colectiva. En una acción de demanda colectiva, la corte resuelve las cuestiones para todos los Miembros de la Demanda Colectiva en una demanda, excepto para aquellos que se excluyen a sí mismos de la demanda colectiva. La Corte Superior del condado de Orange está a cargo de esta acción de demanda colectiva.

3. ¿Por qué existe un acuerdo?

La Corte no ha decidido en favor de los Demandantes o del Demandado. En su lugar, ambos lados acordaron una solución que está conmemorada en el Acuerdo de Acción de Demanda Colectiva (“Acuerdo” o “Solución”) En la 15

de agosto de 2022. la Corte otorgó aprobación preliminar del Acuerdo, nombró a los Demandantes como los Representantes de la Demanda Colectiva, y nombró a sus abogados, Protection Law Group LLP, Melmed Law Group P.C., y Aegis Law Firm P.C. como asesores legales para la Demanda Colectiva (“Asesores Legales de la Demanda Colectiva”).

La Corte no ha determinado todavía si aprobará o no el acuerdo. En su lugar, la Corte ha determinado solamente que el acuerdo está dentro del rango que podría ser aprobado y por lo tanto se debería entregar una Notificación a los Miembros de la Demanda Colectiva. La Corte llevará a cabo una determinación final sobre si aprobar o no el acuerdo en la Audiencia de Aprobación Final.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

4. ¿Cómo sé si soy parte del acuerdo?

Usted es parte del Acuerdo, y un Miembro de la Demanda Colectiva si es un empleado actual o ex empleado no exento que trabajó para el Demandado o cualquier compañía predecesora o sucesora del Demandado en California en cualquier momento entre el 26 de mayo de 2016 y la 15 de agosto de 2022.

LOS BENEFICIOS DEL ACUERDO - QUÉ RECIBE

5. ¿Qué se dispone en el acuerdo?

El Acuerdo dispone que el Demandado pagará un máximo de ochocientos cincuenta mil dólares (\$850000) (“Cantidad Bruta del Acuerdo”). Esto incluye todos los costos y los honorarios de abogados de los asesores legales de la demanda colectiva.

La “Cantidad Neta del Acuerdo” es una porción de la Cantidad Bruta del Acuerdo que estará disponible para la distribución a los Miembros de la Demanda Colectiva que no presenten oportunamente solicitudes válidas para su exclusión a cambio de la liberación de sus reclamos de demanda colectiva. La Cantidad Neta del Acuerdo es la Cantidad Bruta del Acuerdo menos las siguientes cantidades (que están sujetas a la aprobación de la Corte):

- A. **Honorarios de abogados para la Asesoría Legal de la Demanda Colectiva** que no excedan 1/3 de la Cantidad Bruta del Acuerdo o doscientos ochenta y tres mil trescientos treinta y tres dólares y treinta y tres centésimos (\$283333,33);
- B. **Costos/Gastos de litigación de los Asesores Legales de la Demanda Colectiva** que no excedan treinta mil dólares (\$30000);
- C. **Aumento del pago a los Representantes de la Demanda Colectiva** en una cantidad de \$5000 cada uno (\$15000 total)
- D. **Costos de administración del acuerdo** que están actualmente estimados en siete mil dólares (\$7000); y
- E. **Multas de PAGA** en la cantidad de cincuenta mil dólares (\$50000) por el acuerdo de reclamos surgidos bajo la Ley General de Abogados Privados de 2004 (PAGA, por su sigla en inglés). Setenta y cinco por ciento (75%) de esta cantidad, (\$37500) será pago a LWDA (Agencia de Desarrollo del Trabajo y Fuerza Laboral). El veinticinco por ciento (25%) restante (\$12500) será distribuido entre los empleados actuales y ex empleados no exentos del Demandado en California que trabajaron para el Demandado o cualquier compañía predecesora o sucesora en California en cualquier momento entre el 15 de mayo de 2019 y la 15 de agosto de 2022.

La cantidad que usted tiene derecho de recibir del acuerdo, su “Pago Individual del Acuerdo” será determinado en base a *pro rata*, basándose en la cantidad de semanas que trabajó en California como empleado no exento del Demandado entre el 26 de mayo de 2016 y la **15 de agosto de 2022**. (“Semanas de trabajo”). Su Pago Individual del Acuerdo incluye tanto la participación estimada de la Cantidad Neta del Acuerdo como, si es elegible, la participación del Pago de PAGA.

Su Pago Individual de la Demanda Colectiva será prorrateado en veinte por ciento (20%) del salario, cuarenta por ciento (40%) de interés y cuarenta por ciento (40%) de multas. La porción de salario del Pago Individual de la Demanda Colectiva estará sujeta a la retención de los impuestos del empleado y será declarado en un Formulario W-2. Los impuestos de la nómina de pago de parte del empleador serán pagos separadamente de la y además de la Cantidad

Bruta del Acuerdo. Las multas y las porciones de interés de su pago individual de la Demanda Colectiva no estarán sujetas a retención alguna y serán declaradas en un Formulario 1099 al IRS.

Su Pago Individual de PAGA será prorrateado en cien por ciento (100%) de multas. La porción de las multas de su Pago Individual de PAGA no estará sujeta a retención alguna y será declarada en un Formulario 1099 al IRS.

Usted trabajó XXX semanas laborables durante el periodo de la demanda colectiva. Su Pago Individual del Acuerdo es \$XXX.XX ((Semanas de Trabajo del miembro de la demanda colectiva del Acuerdo ÷ todas las semanas de trabajo que cualifiquen) x Cantidad Neta del Acuerdo). Esta cantidad es una estimación y está sujeta a cambio.

Usted trabajó XXX semanas laborables durante el periodo de PAGA. Su Pago Individual de PAGA es \$XXX.XX ((Semanas de Trabajo que cualifiquen del miembro de la demanda colectiva de PAGA ÷ todas las semanas de trabajo que cualifiquen durante el periodo de PAGA) x Participación del empleado en las Multas de PAGA). Esta cantidad es una estimación y está sujeta a cambio.

Esta cantidad fue determinada basándose en el registro de empleo del Demandado entre el 26 de mayo de 2016 y **15 de agosto de 2022**, y se presume correcto. Si usted disputa la exactitud de los registros del Demandado en cuanto la cantidad de semanas trabajadas durante el Período de demanda colectiva o periodo de PAGA, debe proveer su dirección, número de teléfono actuales y los cuatro últimos dígitos de su Número de Seguridad Social o identificación de empleado, y cualquier documentación (ej. registros de nómina de pago o registro de horas y talones pago) que usted tenga para apoyar tal disputa para la 5 de noviembre de 2022. Todas las disputas con respecto a las semanas que usted trabajó serán resueltas y decididas por el Administrador del Acuerdo luego de una consulta con las Partes. Sin embargo, la Corte revisará, y podría revertir la determinación inicial del Administrador del Acuerdo. La información de contacto del Administrador del Acuerdo aparece a continuación:

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

CÓMO OBTENER PAGO DEL ACUERDO

6. ¿Cómo obtengo el pago?

Usted no tiene que hacer nada para cualificar para el pago de su porción del Acuerdo.

7. ¿A qué estoy renunciando si no solicito ser excluido del Acuerdo?

Luego de la aprobación final por la Corte de este Acuerdo y envío de la Cantidad Bruta del Acuerdo por el Demandado al Administrador del Acuerdo, los Miembros Participantes de la demanda colectiva liberarán y descargarán por completo a las “Partes Liberadas” de cualquier y todo “Reclamo Liberado de Demanda Colectiva” y “Reclamo liberado de PAGA” que se haya acumulado durante el “Periodo de Demanda Colectiva del Acuerdo”.

Las “Partes Liberadas” quiere decir el Demandado y cualquiera de sus compañías matrices, subsidiarias, predecesoras, sucesoras, afiliadas y cesionarias, y sus agentes, abogados, aseguradores, inversores, accionistas, propietarios, miembros, socios, funcionarios, directores, gerentes, y empleados.

Los “Reclamos Liberados de Demanda Colectiva” quiere decir cualquier y todo reclamo, gravamen, deuda, multa, obligación, demanda, responsabilidad, garantía, costo, gasto, honorario de abogado, daño, interés, alivio equitativo, o causa de acción, de cualquier naturaleza, que ya sea fuera o pudo haber sido reivindicado o buscado ya sea bajo la ley estatal o federal basándose en o surgido de los hechos alegados en los Reclamos (inclusive, sin limitación, (1) no pago de salarios, inclusive pero no limitado a salario de horas extras, (2) no haber provisto periodos para comer y de descanso obligatorios y no haber pagado primas por las violaciones alegadas del cumplimiento con los periodos para comer y descanso, (3) declaraciones inexactas de salarios, (4) no pagar los salarios impagos en el momento de la separación, inclusive vacaciones acumuladas pero impagas o tiempo libre pago, así como también cualquier multa por tiempo de espera, (5) violaciones del Código de Empresas y Profesiones §§ 17200 et seq., (6) multas estatutarias recuperables bajo o conforme a PAGA, y (7) todo daño, multa, honorario de abogado, costo, interés, y otras cantidades

recuperables conforme a (1) a (6), mencionados, hasta el máximo permitido bajo el Código Laboral de California, la Orden de la Comisión de Bienestar Industrial de California, y el Código de Empresas y Profesiones de California.

“Reclamos Liberados de PAGA” quiere decir cualquier y todo reclamo por multas civiles bajo la Ley General de Abogados Privados del Código Laboral de California de 2004 alegado o que pudo haber sido alegado basándose en los hechos reivindicados en los Reclamos operativos, inclusive pero no limitado a, multas civiles surgidas de la alegación con respecto al Demandado presunto: 1) no pago de salarios, inclusive pero no limitado a salario de horas extras, (2) no haber provisto periodos para comer y de descanso obligatorios ni pago de primas por las violaciones alegadas del cumplimiento con periodos para comer y descanso, (3) declaraciones inexactas de salarios, (4) no pagar los salarios impagos en el momento de la separación, inclusive vacaciones acumuladas pero impagas o tiempo libre pago, así como también cualquier multa por tiempo de espera, (5) violaciones del Código de Empresas y Profesiones §§ 17200 et seq., (6) todo daño, multa, honorario de abogado, costo, interés, y otras cantidades recuperables conforme a (1) a (6), mencionados, hasta el máximo permitido bajo el Código Laboral de California, la Orden de la Comisión de Bienestar Industrial de California, y el Código de Empresas y Profesiones de California. Los Reclamos Liberados de PAGA también incluyen una liberación del estado de California (hasta el punto que se le permite al Demandante proveer tal liberación para el estado de California para el periodo de PAGA) de todos los reclamos alegados en los reclamos operativos durante el periodo de PAGA.

El “Periodo de la Demanda Colectiva” durante el cual la liberación de los Reclamos Liberados de la Demanda Colectiva va desde el 26 de mayo de 2016, hasta la fecha de aprobación preliminar del acuerdo.

El “Periodo de PAGA” durante el cual la liberación de los Reclamos Liberados de PAGA va desde el 15 de mayo de 2019 hasta la fecha de aprobación preliminar del acuerdo.

Todos los miembros de PAGA liberarán los reclamos surgidos bajo PAGA sin importar si ellos remiten una solicitud para exclusión en la medida que la solicitud para exclusión no se aplica a este reclamo.

EXCLUIRSE A SÍ MISMO DE LA LIBERACIÓN DE RECLAMOS DE NO-PAGA

Si usted quiere mantener el derecho para demandar o continuar demandando al Demandado con respecto a los Reclamos Liberados de Demanda Colectiva entonces debe remitir una solicitud para exclusión en conformidad con los requisitos establecidos en este documento. Si usted se excluye, no recibirá pago de la Cantidad Neta del Acuerdo. Sin embargo, si es elegible, recibirá un pago en una cantidad igual a su participación estimada *pro rata* del Pago de PAGA debido a que la Solicitud para Exclusión no se aplica a este reclamo.

8. ¿Cómo puedo no participar en el Acuerdo?

Para excluirse de la liberación de los Reclamos Liberados de la Demanda Colectiva debe remitir una solicitud para exclusión por escrito. Esta solicitud por escrito debe incluir su nombre, dirección, número de teléfono y los cuatros últimos dígitos de su número de seguridad social y/o de número de identificación de empleado. Su solicitud para exclusión debe también incluir una declaración clara que usted no desea ser incluido en esta acción tal como la siguiente: Deseo excluirme del acuerdo de acción de demanda colectiva alcanzado en el asunto de *Arcos v. Axiom Materials, Inc.* Entiendo que al excluirme no recibiré dinero de la porción de demanda colectiva del acuerdo.”

Su Solicitud para Exclusión debe ser enviada por correo al Administrador del Acuerdo a la dirección que aparece a continuación, matasellada con la fecha 5 de noviembre de 2022. No puede excluirse por teléfono o cualquier medio que no sea los descritos en esta Notificación.

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

Si usted pide ser excluido, no recibirá pago de porción alguna de la Cantidad Neta del Acuerdo y no puede objetar el Acuerdo. Usted no estará legalmente obligado por la liberación de los Reclamos Liberados de la demanda colectiva.

9. Si no me excluyo, ¿puedo demandar al Demandado por el mismo asunto más tarde?

No. A menos que usted remita una solicitud para exclusión, renuncia al derecho a demandar al Demandado y las Partes Liberadas por los Reclamos Liberados de la demanda colectiva. Si usted tiene pendiente una demanda involucrando los Reclamos Liberados de Demanda Colectiva, hable con su abogado de esa demanda inmediatamente.

10. Si me excluyo, ¿puedo obtener dinero de este acuerdo?

No recibirá dinero por los reclamos de demanda colectiva. Usted recibirá su porción del Pago de PAGA si es elegible debido a que la solicitud para exclusión no se aplica a este reclamo.

LOS ABOGADOS QUE LE REPRESENTAN

11. ¿Tengo un abogado en esta demanda colectiva?

La Corte ha aprobado Protection Law Group, LLP, Melmed Law Group, PC y Aegis Law Firm, PC como los asesores legales de la demanda colectiva. La información de contacto de estos abogados aparece a continuación:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Teléfono: (424) 290-3095

MELMED LAW GROUP PC

Jonathan Melmed, Esq.
1801 Century Park East, Suite 850
Los Angeles, California 90067
Teléfono: 310-824-3828

AEGIS LAW FIRM PC

Kashif Haque, Esq.
Fawn Bekam, Esq.
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Teléfono: (949) 379-6250

Los asesores legales de la demanda colectiva pedirán a la Corte hasta \$283333,33 por honorarios de abogados y el reembolso del costo/gastos de litigación por hasta \$30000. Las cantidades solicitadas por honorarios de abogados y costos son las cantidades totales pedidas por las tres firmas de los demandantes. Estas cantidades están sujetas a aprobación de la Corte y la Corte puede otorgar cantidades menores.

OBJETAR EL ACUERDO

Usted puede objetar el Acuerdo o alguna parte del mismo.

12. ¿Cómo le digo a la Corte que quiero objetar el acuerdo?

Si usted es un Miembro de la Demanda Colectiva puede objetar el Acuerdo y puede dar razones de por qué piensa que la Corte no debería aprobarlo. La Corte considerará sus puntos de vista. Para objetar, debería enviar por correo su objeción al Administrador del Acuerdo no más allá de 5 de noviembre de 2022. Su objeción debe incluir su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguridad social o número de identificación de empleado, y la razón específica para su objeción. Aun si no remite una objeción oportunamente, puede todavía hacer una objeción oral en persona o a través de su abogado en la Audiencia de Aprobación Final.

13. ¿Cuál es la diferencia entre objetar y excluirme?

Objetar es simplemente decirle a la Corte que a usted no le gusta algo acerca del Acuerdo. Puede objetar solamente si permanece en la Demanda Colectiva. Excluirse es decirle a la Corte que usted no quiere ser parte del Acuerdo. Si se excluye, no tiene base para objetar debido a que el caso ya no le afecta. Si usted remite una solicitud para exclusión y una objeción, la solicitud para exclusión prevalecerá y usted perderá el derecho para objetar el Acuerdo, y no estará obligado por ninguno de los términos del Acuerdo.

Si su disputa, objeción por escrito, y solicitud para exclusión son oportunas, será determinado solamente basándose en las fechas de matasellado. Cualquier disputa, objeción por escrito, y solicitud para exclusión inoportuna puede que no sea considerada. Sin embargo, aun si no remite una objeción oportunamente, puede todavía hacer una objeción oral en persona o a través de su abogado en la Audiencia de Aprobación Final.

AUDIENCIA DE EQUIDAD DE LA CORTE

La Corte llevará a cabo una audiencia para decidir si otorgar o no la aprobación final del Acuerdo (“Audiencia de Aprobación Final”). Puede asistir, pero no tiene que asistir.

14. ¿Cuándo y dónde la Corte decidirá si aprobar o no el acuerdo?

La Corte llevará a cabo la Audiencia de Aprobación Final a las 2:00 p.m. el 5 de enero de 2023, en la Corte Superior del condado de Orange ubicada en 751 West Santa Ana Blvd., Santa Ana, CA 92701 Departamento CX102. La fecha de la Audiencia de Aprobación Final puede ser postergada sin aviso a los Miembros de la Demanda Colectiva.

En esta audiencia, la Corte considerará si el Acuerdo es justo, razonable, y adecuado, y determinará si otorgar o no la aprobación final del Acuerdo. Si existen objeciones, la Corte las considerará.

15. ¿Tengo que ir a la audiencia?

No. Si usted está de acuerdo con el Acuerdo no tiene que asistir a la audiencia para hablar acerca del mismo. Sin embargo, puede asistir. Puede también retener a su propio abogado a costa suya para asistir en su nombre.

16. ¿Cómo sabré si el acuerdo fue aprobado?

Será publicada una notificación del fallo final en la página web del Administrador del Acuerdo en www.ilymgroup.com

SI USTED NO HACE NADA

17. ¿Qué sucede si no haga nada en absoluto?

Si usted no hace nada, recibirá su participación del Acuerdo, y liberará los Reclamos Liberados de la Demanda Colectiva y Reclamos Liberados de PAGA. Nunca más será capaz de iniciar una demanda, continuar con una demanda, o ser parte de otra demanda contra el Demandado o las Partes Liberadas acerca de los Reclamos Liberados de la Demanda Colectiva o Reclamos Liberados de PAGA. Su Pago Individual del Acuerdo le será enviado por correo y permanecerá válido y negociable por 180 días. Si el cheque del acuerdo no hace efectivo dentro de los 180 días a partir de la fecha del cheque, estos fondos serán transferidos al Fondo de Propiedad No reclamada del Controlador del estado de California. Puede entonces reclamar estos fondos allí.

Si pierde su cheque o se daña en el correo, póngase en contacto con el Administrador del Acuerdo.

OBTENER MÁS INFORMACIÓN

18. ¿Cómo obtengo más información?

Esta Notificación resume el Acuerdo propuesto. Se encuentran más detalles en el Acuerdo y en la Enmienda del Acuerdo. Puede obtener una copia del Acuerdo y de la Enmienda al Acuerdo yendo a la página web del Administrador del Acuerdo en www.ilymgroup.com o poniéndose en contacto con el Administrador del Acuerdo o Asesores Legales de la Demanda Colectiva. Los documentos que usted puede ver en la página web del Administrador del Acuerdo son: (1) los Reclamos operativos de cada una de las Acciones Consolidadas; (2) el Acuerdo; (3) la Enmienda al Acuerdo; (4) la Segunda Enmienda del Acuerdo; (5) la Declaración Suplementaria; (6) la Notificación de Demanda Colectiva; (7) el formulario de Solicitud para Exclusión; (8) la Orden otorgando la Aprobación Preliminar; (9) la Orden otorgando la Aprobación Final; y (10) el Fallo. Puede también revisar los documentos que han sido presentados en este asunto en la Corte (por una tarifa) en la página web de la Corte: <https://www.occourts.org/online-services/case-access>.

Para acceder a los documentos presentados, después de poner el sitio web de la Corte en su navegador, debería ser dirigido a la página “Acceso al Caso”. Haga clic en el botón “Acceder Ahora” que está al lado de “Acceso al Caso y Documento Civil.” Luego, haga clic en “Aceptar Términos.” Luego, ingrese “30-2020-01144794” en el recuadro de Número de Caso, haga clic en “No soy un robot”, y luego haga clic en búsqueda.

Debería ser dirigido a “Resumen de Caso”, haga clic en “Registro de Acciones”, luego haga clic en el recuadro blanco que está al lado del documento que desee descargar.

¿QUÉ SUCEDE SI MI INFORMACIÓN CAMBIA?

19. ¿Qué sucede si mi información cambia?

Es su responsabilidad informar al Administrador del Acuerdo de la actualización de su información para asegurar el recibo de los pagos del acuerdo o comunicaciones con respecto a este asunto. Puede cambiar o actualizar su información de contacto poniéndose en contacto con el Administrador del Acuerdo.

NO DIRIJA NINGUNA PREGUNTA ACERCA DEL ACUERDO O DE LA LITIGACIÓN AL SECRETARIO DE LA CORTE O AL JUEZ.

SOLICITUD PARA EXCLUSIÓN DEL ACUERDO

Arcos v. Axiom Materials, Inc.

Corte Superior del condado de Orange Caso No. 30-2020-01144794-CU-OE-CXC

SI USTED COMPLETA ESTE FORMULARIO NO RECIBIRÁ SU PARTICIPACIÓN DE LOS BENEFICIOS DEL ACUERDO DE DEMANDA COLECTIVA BAJO EL ACUERDO

NO COMPLETE ESTE FOMULARIO SI QUIERE PARTICIPAR EN EL ACUERDO

PARA SER EXCLUIDO DEL ACUERDO, SE DEBE FIRMAR ESTE FORMULARIO DE SOLICITUD PARA EXCLUSIÓN Y ENVIARLO POR CORREO AL ADMINISTRADOR DEL ACUERDO VIA CORREO DE LOS EE.UU. MATASELLADO EL O ANTES DE 5 DE NOVIEMBRE DE 2022

INSTRUCCIONES

Si **no** quiere participar en esta demanda y Acuerdo, puede elegir excluirse del Acuerdo. Si elige excluirse de esta demanda y del Acuerdo, (a) no tendrá derecho a recibir pago del acuerdo de la demanda colectiva; (b) no estará obligado por los términos del Acuerdo; y (c) no tendrá derecho a objetar el Acuerdo y ser oído en la audiencia de Aprobación Final.

No envíe este formulario y un formulario de objeción. Si usted remite una solicitud de exclusión y una objeción al acuerdo, el administrador del acuerdo intentará ponerse en contacto con usted para determinar si desea objetar el Acuerdo o ser excluido del Acuerdo. Si no pueden ponerse en contacto con usted, la Solicitud para Exclusión prevalecerá y usted será excluido del acuerdo.

Si estuvo empleado en cualquier momento entre el 15 de mayo de 2019, y 15 de agosto de 2022 recibirá su participación de las multas surgidas por reclamo bajo la Ley General de Abogados Privados de California de 2004 ("PAGA") debido a que la disposición de exclusión no se aplica a este reclamo. Sin embargo, no recibirá su participación del acuerdo para los reclamos de la demanda colectiva.

Para excluirse, debe llenar toda la información en la sección siguiente, firmar, y regresar el Fomulario de Solicitud para Exclusión al Administrador del Acuerdo en la dirección a continuación. Para que sea oportuno, su Solicitud para Exclusión debe ser matasellada **el o antes de 5 de Noviembre de 2022**.

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

FIRMA DE EXCLUSIÓN

Al firmar este Formulario de Solicitud para Exclusión, deseo y por el presente excluirme del acuerdo de la demanda colectiva alcanzado en el asunto *Arcos v. Axiom Materials, Inc.* Al firmar este Formulario de Solicitud para Exclusión, entiendo que no recibiré dinero de la porción de la demanda colectiva del acuerdo y no puedo objetar el Acuerdo o ser oído en la audiencia de Aprobación Final.

Firmado: _____ Fechado: _____

Nombre en letra de imprenta: _____

Dirección: _____

Número de teléfono de la casa: _____

Últimos 4 dígitos del Número de Seguridad Scoial o número de id. de empleado: _____

Exhibit 2

HONIGMAN LLP
Matthew S. Disbrow (SBN 294764)
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226-3506
Telephone: 313-465-7372
Facsimile: 313-465-7373
mdisbrow@honigman.com

Attorneys for Defendant
AXIOM MATERIALS, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

ANDRES ARCOS, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

AXIOM MATERIALS, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Lead Case No.: 30-2020-01144794-CU-
OECXC

(Consolidated Case, No. 30-2020-01140945-
CU-OE-CXC; No. 30-2020-01155811-
CUOECXC; and No. 30-2020-01168863-CU-
OE-CXC)

DECLARATION OF BLANCA ALVAREZ

Date: February 9, 2023
Time: 2:00 p.m.

Judge: Peter Wilson
Dept.: CX101

1
2 I, Blanca Alvarez declare as follows:

3 1. I am a resident of the United States of America and am over the age of 18. I am
4 employed as the Human Resources Manager at Defendant Axiom Materials, Inc. ("Axiom"). I
5 have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify
6 competently to such facts.

7 2. In my capacity as Human Resources Manager I have access to personnel records
8 and documents that include the wage and timekeeping records for Axiom hourly employees.
9 Axiom's payroll administrator is ADP, which processes payroll to employees and maintains records
10 of wages issued to employees.

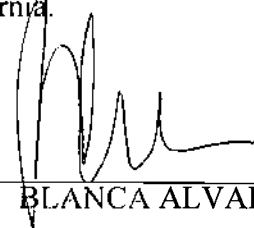
11 3. During calendar year 2022 I consulted with outside counsel for Axiom, Honigman
12 LLP, with respect to compiling a list of individuals who had been employed as hourly employees
13 of Axiom during the period May 26, 2016 to August 15, 2022 (the "Class"). Prior reports that had
14 been generated during the pendency of the above-captioned lawsuit were based on payroll data
15 reports issued by ADP that identified hourly employees, their dates of employment and when they
16 received wages from Axiom. In connection with preparing a final list of all employees to be
17 included in the Class (the "Class List") to be provided to the parties' claims administrator, ILYM
18 Group, I learned that the wage records of certain employees for the period 2016 through 2018 had
19 been segregated by ADP from more recent payroll records that pertained to individuals employed
20 during the period 2018 to the present. As a result, prior lists of employees who worked and earned
21 wages during the Class Period had omitted certain individuals when reports listing employees in
22 the Class were generated by ADP.

23 4. To remedy these exclusions, I contacted ADP and was able to obtain access to the
24 entire set of segregated files. I then compiled a list of individuals from the segregated ADP files,
25 which was provided to Honigman LLP for review and inclusion in the final Class List. In
26 reviewing the ADP data, I requested and received access to all wage data that had been stored with
27 ADP as a segregated set of files. All payroll during the Class Period was distributed through ADP
28 as Axiom's only payroll provider during the Class Period. I have confirmed based on Axiom's

1 records that no other payroll provider was used for distributing payroll to Axiom hourly employees
2 during the Class Period and that Axiom did not issue its own payroll or pay checks during the
3 Class Period.

4 5. Once the additional ADP data was reviewed to populate a list of additional
5 employees, I checked the list of employees to identify any areas of potential duplication with
6 employees who had been previously listed. I reviewed the ADP data against a list of employees
7 from the 2016-2018 time period that included both hourly and salaried employees to match the
8 hourly employee entries against the ADP data on dates of employment and wages paid. Once the
9 Class List had been reviewed and provided to Honigman LLP, the Class List contained 177
10 individuals, including (1) employees employed in 2016, 2017 and 2018 who were omitted from
11 prior reports and (2) individuals who had been hired between September 1, 2021 and August 15,
12 2022.

13
14 I declare under penalty of perjury under the laws of the State of California and the United
15 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
16 was executed this 23 day of January 2023, at Santa Ana, California.

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20 BLANCA ALVAREZ
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