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HUGO TRONCOSO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

HUGO TRONCOSO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. CIVDS2014042

*[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]*

**COMPENDIUM OF DECLARATIONS FILED
CONCURRENTLY WITH PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

[Filed concurrently with:

- Notice of Motion and Motion for Final Approval of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs; MPA in Support Thereof*
- [Proposed] Order Granting Final Approval of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs*
- [Proposed] Final Judgment*
- Proof of Service]*

Date: March 14, 2022

Time: 10:00 a.m.

Dept.: S-26

Action Filed: July 9, 2020

Trial Date: None

1 With respect to the declarations and supporting exhibits cited in Plaintiff Hugo Troncoso's
2 Motion for Final Approval of Class Action Settlement ("FA Motion"), the following are hereby
3 concurrently filed with the tribunal:

4 Exhibit 1: Declaration of Elizabeth Nguyen filed in support of Plaintiff's FA Motion.

5 Exhibit 2: Declaration of Scott M. Lidman filed in support of Plaintiff's FA Motion.

6 Exhibit 3: Declaration of Milan Moore filed in support of Plaintiff's FA Motion.

7 Exhibit 4: Declaration of Paul K. Haines filed in support of Plaintiff's FA Motion.

8 Exhibit 5: Declaration of Taylor Mitzner on Behalf of Phoenix Class Action Administration
9 Solutions filed in support of Plaintiff's FA Motion.

10 Dated: February 17, 2022

LIDMAN LAW, APC

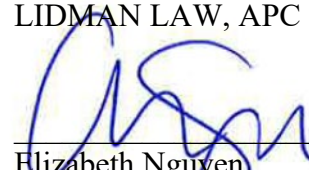
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12 _____
13 Elizabeth Nguyen
14 Attorney for Plaintiff
15 HUGO TRONCOSO
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EXHIBIT 1

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Cohn, Dept. S-26]*

**DECLARATION OF ELIZABETH
NGUYEN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: March 14, 2022
Time: 10:00 a.m.
Dept.: S-26

Action Filed: July 9, 2020
Trial Date: None

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2 I, ELIZABETH NGUYEN, declare as follows:

3 1. I am a shareholder of the law firm Lidman Law, APC, and counsel for the named Plaintiff
4 Hugo Troncoso (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a
5 member in good standing of the bar of the State of California and am admitted to practice in this Court.
6 I have personal knowledge of the facts stated in this declaration and could testify competently to them if
7 called upon to do so.

8 2. I am a 2005 graduate of Loyola Law School. During law school, I worked as an extern
9 for the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of California. During
10 law school, I also worked as a law clerk in the Enforcement Unit of the Office of the Chief Trial Counsel
11 for the State Bar of California.

12 3. Since graduating from law school, my practice has focused almost exclusively on
13 employment litigation. In October 2007, I began working as an associate attorney at the international
14 law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the “largest
15 law firm in the world exclusively devoted to representing management in employment, employee benefits
16 and labor law matters.”

17 4. In June 2012, I left Littler Mendelson to work at the Los Angeles office of Reed Smith
18 LLP. During my employment at Reed Smith, I worked exclusively in the labor and employment practice
19 group. In June 2013, I returned to Littler Mendelson as an associate attorney, was promoted to
20 Shareholder in 2015, and was elevated to participating Shareholder in 2017. Since October 2007, my
21 practice has been and continues to be exclusively labor and employment law, with a strong emphasis on
22 wage and hour class actions venued in both state and federal courts. During this time period and my legal
23 career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.
24 During my employment at Littler Mendelson, I was a member of its Class Action Practice Group.

25 5. During my employment at Littler Mendelson, I played a significant role in the class
26 actions that I was staffed on, and was primarily responsible for managing the litigation both in my role
27 as a Senior Associate and as a Shareholder. In particular, I received a wide-array of wage and hour class
28 action experience performing the following types of tasks: drafting demurrers, motions to strike and/or

dismiss; removing actions from state court to federal court; drafting and responding to written discovery; drafting and opposing discovery related motions; arguing discovery related motions; drafting motions to consolidate related matters; interviewing putative class members and obtaining declarations in connection with class certification; drafting oppositions to motions for class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and potential damages resulting from such claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a matter through and beyond class certification. I also supervised the work of several associate attorneys who were staffed on the same wage and hour class actions.

6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA actions that I performed substantial work on while I was an Associate and/or Shareholder at Littler Mendelson:

► *Branch v. PM Realty Group, Inc.* Case No. BC575759, Los Angeles Superior Court, County of Los Angeles, Honorable Ann Jones, presiding.

► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior Court, County of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.

► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United States District Court, Central District of California, Honorable Judge Percy Anderson, presiding.

► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United States District Court, Central District of California, Honorable Judge Percy Anderson, presiding.

► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California Superior Court, County of Los Angeles, Honorable Judge Jane Johnson, presiding.¹

► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California Superior

¹ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

1 Court, County of Orange, Honorable Judge Thierry Patrick Colaw, presiding.

2 ▶ *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512, California Superior
3 Court, County of Solano, Honorable Judge Paul Berman, presiding.

4 ▶ *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM, United States
5 District Court, Central District of California, Honorable Judge Dale Fischer, presiding.

6 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States
7 District Court, Central District of California, Honorable Judge Margaret Morrow, presiding.

8 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States District
9 Court, Central District of California, Honorable Judge Margaret Morrow, presiding.

10 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL, California
11 Superior Court, County of San Diego, Honorable Judge Jeffrey B. Barton, presiding.

12 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior Court,
13 County of Santa Clara.

14 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
15 County of Los Angeles, Honorable Judge Terry Green, presiding.

16 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior Court,
17 County of San Francisco.

18 ▶ *Robertson v. FedEx National LTL, Inc.*, Case No. 09-CV-05016-DSF-FFM, United States
19 District Court, Central District of California, Honorable Judge Dale Fischer, presiding.

20 ▶ *Wittman v. FedEx National LTL, Inc.*, Case No. 09-CV-03663-DSF-FFM, United States
21 District Court, Central District of California, Honorable Judge Dale Fischer, presiding.

22 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to start a law firm
23 with another former Littler Mendelson Shareholder, Scott M. Lidman, to represent employees with work-
24 related claims, including primarily wage and hour claims and almost exclusively on a class-action basis.
25 I am currently a Shareholder of Lidman Law, APC. Currently, over ninety percent (90%) of my practice
26 is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently responsible
27 for prosecuting over sixty-five (65) wage and hour class actions filed in State courts throughout
28 California, with several of them having been removed to Federal courts. I believe that my professional

1 experience renders me more than qualified to serve as class counsel in this lawsuit involving claims of
2 underpaid overtime and minimum wages, meal and rest period violations, and derivative penalty claims.
3 Not only have I litigated dozens of wage and hour cases throughout my career involving similar claims,
4 including the wage and hour class actions identified above, I have litigated similar claims from both
5 plaintiff and defense perspectives. As a result, I am able to realistically assess and evaluate the facts and
6 legal arguments that can be made in pursuit and defense of similar wage and hour claims, as well as those
7 facts and arguments in support and in opposition to class certification. Consequently, I am able to
8 appreciate the significant risks, uncertainties, and delay involved in wage and hour class action litigation.

9 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
10 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
11 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
12 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
13 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
14 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
15 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
16 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
17 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
18 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
19 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
20 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
21 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western*
22 *Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge
23 Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477,
24 California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh*
25 *v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los
26 Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No.
27 RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
28 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,

County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

9. As co-counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from the time my firm became co-counsel through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class under the circumstances presented.

10. On July 9, 2020, Plaintiff filed a putative class action complaint against Defendant Aranda Tooling Inc. (hereinafter “Aranda” or “Defendant”) in San Bernardino County Superior Court. On September 14, 2021, Plaintiff filed a First Amended Class and Representative Action Complaint. Plaintiff’s primary allegations are that Aranda: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to provide accurate, itemized wage statements; (6) engaged in unlawful business practices; and (7) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of liability are related to Defendant’s alleged failure to pay for all time worked and failure to provide Class Members all legally compliant duty-free meal and rest periods. Specifically, Plaintiff alleges that

1 he and Settlement Class members were not fully compensated for all minimum wages and overtime
2 wages for their time worked. Plaintiff alleges Aranda would keep track of Settlement Class members'
3 time worked and would unlawfully shave Settlement Class members' work time and/or round Settlement
4 Class members' work time such that Settlement Class members would not be fully paid all wages they
5 were rightfully owed. This time shaving/rounding practice utilized by Aranda was not-even handed over
6 time and would round and/or shave in Aranda's favor such that Settlement Class members were routinely
7 underpaid for their time worked, including minimum wages. Further, Settlement Class members often
8 worked over eight hours in a day and/or 40 hours in a week, and Aranda's policy and practice of failing
9 to compensate them for all hours worked also deprived them of all overtime wages owed. An analysis
10 of the time records produced by Aranda show that Aranda's rounding practices ended on approximately
11 July 30, 2020.

12 12. Aranda contends that it compensated Settlement Class members for all of their time
13 worked. Aranda contends its rounding practices are not unlawful and nevertheless ceased on or about
14 July 30, 2020. Further, Aranda contends that any unpaid time was *de minimis* and therefore non-
15 compensable. Aranda further asserts that Plaintiff would be unable to certify any rounding or off-the-
16 clock class given the individualized inquiries that would be required.

17 13. Plaintiff alleges that he and Settlement Class members were not provided all legally
18 required meal periods due to Defendants' meal period policies and practices. Specifically, Aranda used
19 a bell to signify the start and stop of a meal period and required Settlement Class members to be at their
20 work stations ready to resume work by the time the bell signifying the end of a meal period rang, which
21 resulted in meal periods of less than 30 minutes in violation of California law. Aranda's policies and
22 practices of time auto-deducting for alleged meal periods and/or using bell schedules resulted not only in
23 the failure to provide lawful meal periods, but also in the failure to pay Settlement Class members were
24 for all wages earned, including minimum and overtime wages.

25 14. Aranda counters that Plaintiff's exposure analysis on this claim is overreaching because
26 it has always provided non-exempt employees with an opportunity to take legally compliant meal periods,
27 and Aranda, therefore, lawfully automatically deducted 30 minutes for meal periods because the non-
28 exempt employees were indeed provided a 30-minute meal period each shift. Aranda also contends that

any non-compliant meal periods reflected in employee timekeeping records during the time period for which employees recorded meal periods were solely the result of employee choice, rather than any policy or practice of Aranda. Aranda contends the plant shuts down for 30-minute meal periods and that when the plant shuts down an employer is not required to record the start and stop times of meal periods. Aranda further contends that its policies required the Settlement Class members to record their start and stop time for meal periods beginning on or about March 11, 2019. Aranda points out that it is only required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken, and that they have always done so. Finally, Aranda contends Plaintiff’s meal period claim is not suited for class certification, since individual inquiries would be required to assess which employees took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift.

15. Plaintiff alleges that he and Settlement Class members were also not authorized and permitted to take all required rest periods due to Aranda’s rest period policies and practices that fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Specifically, Aranda used a bell to signify the start and stop of a rest period and required employees to be at their work stations ready to resume work by the time the bell signifying the end of a rest period rang, which resulted in short rest periods. In addition, Plaintiff alleges that Aranda’s rest period policy as written in its Employee Handbook prohibited employees from leaving the work premises during rest periods. By prohibiting its non-exempt employees from leaving the work premises during rest periods, Plaintiff alleges Aranda fails to relinquish control in violation of California law and resulted in at least one rest period violation on every shift in excess of 3.5 hours. Therefore, Defendants’ rest period policies and practices fail to authorize and permit paid net 10-minute rest periods for every four hours worked, *or major fraction thereof*.

16. Aranda contends it has always maintained and enforced lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Aranda also contends the plant shuts down for rest periods and Settlement Class members are unable to work when the plant is shut down. Further, Aranda argues that Plaintiff’s rest period claim is inherently unsuited for class treatment as it requires an individualized

inquiry into whether each Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials.

17. As a result of the alleged unpaid wages and unpaid meal and rest period premium wages described above, Plaintiff alleges that Aranda issued inaccurate wage statements in violation of Labor Code § 226.

18. Aranda argues that meal and rest period claims cannot support a claim for wage statement penalties. Aranda further argues that its alleged wage statement violations could not be shown to be “knowing and intentional,” and that Plaintiff cannot show that he or any other employee “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties.

19. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations.

20. Since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims, Aranda argues that Plaintiff’s PAGA claim will fail for the same reasons that his underlying claims will fail. Aranda also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Aranda liable for any of Plaintiff’s claims.

21. These considerations, not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further litigation. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

22. After agreeing to participate in early mediation, Defendant informally produced time records and payroll data for the approximately 30% of the putative class, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged in advance of mediation. Plaintiff engaged an expert, who holds a Ph.D. in economics, to analyze the payroll and time punch data. After the detailed review of the payroll and time records and other documents and policies produced by Defendants, Class Counsel drew on their extensive experience in similar cases to assess the

1 strengths and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and
2 value of Plaintiff's claims and Aranda's defenses thereto, if a settlement could not be reached.

3 23. On March 15, 2021, after extensive research and analysis, a mediation was held with
4 Tripper Ortman, a well-respected wage and hour class action mediator. During mediation, the parties
5 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and
6 the legal basis for the claims and defenses. The Parties did not reach a settlement at mediation but
7 continued settlement negotiations with the assistance of the mediator. In addition, the Parties agreed to
8 engage the Honorable United States Bankruptcy Court Judge Mitchel Goldberg (Ret.) to assist the Parties
9 with regard to an independent analysis of Aranda's financial condition. Ultimately, with the assistance
10 of both the mediator and Judge Goldberg, the parties agreed in principle on a class-wide resolution. *Id.*
11 In the weeks that followed, the parties finalized the terms of the Stipulation of Settlement ("Settlement").

12 24. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for
13 Preliminary Approval on October 8, 2021. On November 17, 2021, the Court issued an Order Granting
14 Preliminary Approval of the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the
15 Order Granting Preliminary Approval.

16 25. The Settlement Class encompasses "all current and former non-exempt, hourly employees
17 who have worked for Defendant Aranda Tooling, Inc. in California at any time between April 6, 2016
18 and November 17, 2021."

19 26. Funds remaining unclaimed will be transferred to the California State Controller's Office
20 – Unclaimed Property Fund in the name of the corresponding Settlement Class Member(s).

21 27. Moreover, in my experience in wage and hour class action matters similar to this one, fee
22 awards generally average around one-third of the gross recovery.

23 28. My law firm's and co-counsel's work on this case includes, but is not limited to:
24 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
25 Aranda's documents and policies, analyzing Settlement Class Members' timekeeping data and payroll
26 records, preparing for and attending mediation, negotiating and revising the long-form Settlement
27 Agreement, preparing the Motions for Preliminary and Final Approval, overseeing the settlement
28 administration process, communicating with Settlement Class Members, and otherwise litigating this

1 case.

2 29. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
3 one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines
4 Law Group, APC have incurred \$31,411.85 in actual costs and have devoted substantial time to this
5 litigation and expect to incur approximately \$565.00 in future costs for filing the instant motion, filing
6 the final declaration regarding distribution of settlement in April of 2024, service and messenger fees,
7 copy costs, postage fees, and/or court costs for future court appearances, for a total of \$31,976.85 in costs.
8 Attached hereto as **Exhibit B** is an Expense Summary reflecting these costs, which include but are not
9 limited to: filing fees, messenger fees, service fees, copying costs, mediation fees, and postage.

10 30. My experience in matters similar to this one was integral in evaluating the strengths and
11 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
12 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
13 federal law, as well as the procedural law of class action litigation. This case involved legal issues
14 including questions surrounding Defendant's obligation to "provide" meal periods and "authorize and
15 permit" rest periods, and the propriety of statutory penalties, to name just a few.

16 31. Given the considerable potential for adverse outcomes in this case, including, but not
17 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
18 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
19 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
20 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not
21 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
22 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in
23 this matter, my firm and co-counsel firm will have litigated this case for well over one year with no
24 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
25 above, Class Counsel has advanced a total of \$31,411.85 (and anticipate incurring an additional \$565.00
26 in hard costs in connection with filing the motion for final approval and attending the hearing on the
27 motion for final approval and related tasks) for a total of \$31,976.85 in litigation costs on a contingency
28 basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did

not prevail in this lawsuit.

32. In this case, Class Counsel have a lodestar of **\$164,397.50** which results in a multiplier of approximately 1.0949 compared to the \$180,000.00 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	\$750	69.8	\$52,350
Elizabeth Nguyen (16th Year Attorney)	\$650	90.1	\$58,565
Paul K. Haines (15th Year Attorney)	\$650	18.4	\$11,960
Milan Moore (6th Year Attorney)	\$400	47.8	\$19,120
Romina Tamiry (2nd Year Attorney)	\$295	65.5	\$19,322.50
Paralegals	\$175	17.6	\$3,080
Total Lodestar			\$164,397.50

33. My proposed hourly rate of \$650, Mr. Lidman's proposed hourly rate of \$750, Mr. Haines' proposed hourly rate of \$650, Ms. Moore's proposed hourly rate of \$400, and Ms. Tamiry's proposed hourly rate of \$295 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$914, the hourly rate for a 16th year attorney is \$759, the hourly rate for a 6th year attorney is \$465, and the hourly rate for a 2nd year attorney is \$378.

34. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck);

1 *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee
2 award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732
3 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*,
4 JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee
5 recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award
6 of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716,
7 December 26, 2000) (33-13% of the settlement)

8 35. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the
9 common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No.
10 RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
11 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct., Nov. 19, 1990,
12 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
13 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105
14 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-
15 56886 (40%).

16 36. Plaintiff has provided written approval of the split of attorneys' fees in this action: 46.5%
17 to Haines Law Group, APC 31% to Lidman Law, APC, and 22.5% to the Michael Burgis & Associates,
18 PC. Michael Burgis & Associates, PC is the referring attorney. Further, being a private law practice my
19 firm can only properly litigate a limited number of cases at one time. The professional demands of this
20 case were significant, including a significant number of hours of attorney and paralegal time. This
21 litigation precluded my firm from other employment due to the time and financial commitments required
22 by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only
23 compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the
24 requested fees are reasonable.

25 37. The requested service award to Plaintiff of \$5,000.00 is also reasonable. Plaintiff took on
26 significant risks, including the risk that he could be liable for Aranda's costs if this case was unsuccessful.
27 Plaintiff also was integral in the prosecution of this action, by, among other things, gathering documents
28 for use in this lawsuit, providing factual information to my firm regarding his claims, and working with

1 Class Counsel to prepare for mediation and discuss the case, the merits, the defenses, and the settlement
2 reached. I have worked with Plaintiff both directly and indirectly on this case and based on my
3 experience, it is my belief that Plaintiff has spent an estimated 15 hours on activities related to this case.
4 Additionally, Plaintiff agreed to a general release and a 1542 waiver.

5 38. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
6 Workforce Development Agency ("LWDA") via its website on October 8, 2021, the same day that he
7 filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached
8 hereto as **Exhibit D**. On February 11, 2022, Plaintiff submitted a copy of the Order granting preliminary
9 approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto
10 as **Exhibit E**.

11 39. As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to
12 Settlement Class members, the final judgment entered by the Court and any changes to the Final Approval
13 hearing date or location will be posted on the Settlement Administrator's website at
14 <http://www.phoenixclassaction.com/troncoso-v-aranda-tooling>.

15 40. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for Final
16 Approval and all supporting documents via the LWDA's website on the same date that it is filing this
17 motion and will file a supplemental proof of service after the Motion for Final Approval and all supporting
18 documents are submitted to the LWDA.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed on February 17, 2022, at El Segundo, California.

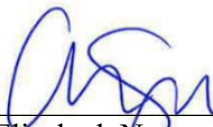
21 
22 Elizabeth Nguyen

EXHIBIT A

EXHIBIT A

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 SAN BERNARDINO DISTRICT

NOV 17 2021

BY 
 JESSICA MORALES, DEPUTY

LIDMAN LAW, APC
 Scott M. Lidman (SBN 199433)
 slidman@lidmanlaw.com
 Elizabeth Nguyen (SBN 238571)
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 Tel: (424) 292-2350
 Fax: (424) 292-2355

Attorneys for Plaintiff
 HUGO TRONCOSO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

HUGO TRONCOSO, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

ARANDA TOOLING, INC., a California
 corporation; and DOES 1 through 100,

Defendants.

Case No. CIVDS2014042

*[Assigned for all purposes to the Hon. David
 Cohn, Dept. S-26]*

**~~PROPOSED~~ ORDER GRANTING
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: November 17, 2021

Time: 10:00 a.m.

Dept.: S-26

Action Filed: July 9, 2020

Trial Date: None

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 The Motion of Plaintiff Hugo Troncoso ("Plaintiff") for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on November 17, 2021 at 10:00 a.m.
3 The Court, having considered the proposed Stipulation of Settlement (the "Settlement"), attached as
4 Exhibit 1 to the Declaration of Elizabeth Nguyen filed concurrently with the Motion; having considered
5 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and
6 Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing,
7 HEREBY ORDERS THE FOLLOWING:

8 1. The Court GRANTS preliminary approval of the class action settlement as set forth in
9 the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately
10 could be granted approval by the Court at a Final Fairness Hearing. For purposes of the Settlement,
11 the Court finds that the proposed Settlement Class is ascertainable and that there are a sufficiently well-
12 defined community of interest among the members of the Settlement Class in questions of law and fact.
13 Therefore, for settlement purposes only, the Court grants conditional certification of the following
14 Settlement Class:

15 All current and former non-exempt, hourly, employees of Defendant Aranda
16 Tooling, Inc. who worked in California at any time between April 6, 2016 and the
17 date of preliminary approval or the first day after the date on which the number of
18 workweeks exceeds 48,797, whichever comes first.

19 3. For purposes of the Settlement, the Court designates named Plaintiff Hugo Troncoso as
20 Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC
21 and Paul Haines of Haines Law Group, APC as Class Counsel.

22 4. The Court designates Phoenix Settlement Administrators as the third-party Settlement
23 Administrator for mailing notices.

24 5. The Court approves, as to form and content, the Notice Packet (which is comprised of the
25 Notice of Pendency of Class Action and Settlement and Notice of Settlement Award) which is attached
26 to the Settlement as Exhibit A.

27 6. The Court finds that the form of notice to the Settlement Class regarding the pendency of
28

1 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
2 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
3 notice to all members of the Settlement Class. The form and method of giving notice complies fully
4 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
5 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
6 other applicable law.

7 7. The Court further approves the procedures for Settlement Class Members to opt out of or
8 object to the Settlement, as set forth in the Class Notice.

9 8. The procedures and requirements for filing objections in connection with the Final
10 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
11 presentation of any Settlement Class Member's objection to the Settlement, in accordance with the due
12 process rights of all Settlement Class Members.

13 9. The Court directs the Settlement Administrator to mail the Notice Packet to the members
14 of the Settlement Class in accordance with the terms of the Settlement.

15 10. The Class Notice shall provide at least 60 calendar days' notice for members of the
16 Settlement Class to opt out of, or object to, the Settlement.

17 11. The Final Fairness Hearing on the question of whether the Settlement should be finally
18 approved as fair, reasonable, and adequate is scheduled in Department S-26 of this Court, located at 247
19 West Third Street, San Bernardino, California 92415 on 3/17, 2021 at 10:00 a.m. /
20 p.m.

21 12. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should
22 be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment
23 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for
24 reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, and payment
25 to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code
26 Private Attorneys General Act ("PAGA") should be granted.

27 13. Counsel for the parties shall file memoranda, declarations, or other statements and
28 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation

1 expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for
2 PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil
3 Procedure and the California Rules of Court.

4 14. An implementation schedule is below:

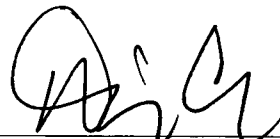
5 Event	Date	Actual Date ¹
6 Defendant to provide Class Data to Settlement Administrator	20 calendar days after entry of an order granting preliminary approval	December 7, 2021
7 Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Information from Defendant	December 21, 2021
8 Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	45 calendar days after mailing of the Notice by the Settlement Administrator	February 4, 2022
9 Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 court days before Final Fairness Hearing	
10 Final Fairness Hearing:	11 <u>3/14</u> , 2021	

13
14 15. Pending the Final Fairness Hearing, all proceedings in this action, other than
15 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order,
16 are stayed.

17 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
18 connection with the administration of the Settlement which are not materially inconsistent with either
19 this Order or the terms of the Settlement.

20 **IT IS SO ORDERED.**

21
22 Dated: 11/17, 2021

23 
Honorable David Cohn
Judge of the Superior Court

24
25
26
27
28 ¹ These dates are based on the Court granting preliminary approval at the hearing, currently noticed for November 17, 2021.

EXHIBIT B

EXHIBIT B

Expense Summary
Hugo Troncoso v. Aranda Tooling, Inc.

EXPENSE	AMOUNT
Intake Expenses (traveling to/from client)	\$143.34
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$9,000.00
Expert Fees (related to analysis for mediation)	\$18,452.00
Filing, Service, Document Purchase, and Messenger Fees	\$3,397.86
Copying Costs (at .06 cents/page)	\$253.80
Postage Costs	\$70.85
Courtcall Costs	\$94.00
Anticipated Costs for filing the Final Approval motion, court appearances, service fees, copying and postage	\$565.00
TOTAL:	\$31,976.85

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69

(D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

EXHIBIT D

LIDMAN LAW, APC
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Attorneys for Plaintiff
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Fax: (424) 292-2355

Attorneys for Plaintiff
HUGO TRONCOSO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

HUGO TRONCOSO, as an individual and on
behalf of all others similarly situated,
Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and DOES 1 through 100,
Defendants.

Case No. CIVDS2014042

*[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]*

**PROOF OF SERVICE RE: STIPULATION OF
SETTLEMENT**

Action Filed: July 9, 2020
Trial Date: None

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On October 8, 2021, I served the foregoing document(s) described as:

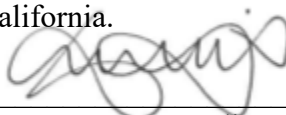
STIPULATION OF SETTLEMENT on the interested party(ies) in this action:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-796320-20.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 8, 2021, at El Segundo, California.



Dana Joudi

From: [FormAssembly](#) on behalf of [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, October 8, 2021 2:29:49 PM

10/08/2021 02:29:34 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Court Case Number *

Hearing Date (if any)

Hearing Time

Hearing Location

Number of aggrieved employees *

Gross settlement amount *

540000

Gross penalty amount *

30000

Penalties to LWDA *

22500

Date of proposed settlement *

9/30/21

Proposed Settlement and Other Documents

Proposed Settlement *

2021-09-30 Ar... counsel.pdf

Other Attachment (if any)

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC
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Attorneys for Plaintiff
HUGO TRONCOSO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

HUGO TRONCOSO, as an individual and on
behalf of all others similarly situated,
Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and DOES 1 through 100,
Defendants.

Case No. CIVDS2014042

*[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]*

**PROOF OF SERVICE RE: ORDER
GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Action Filed: July 9, 2020
Trial Date: None

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
6 not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo,
7 California 90245.

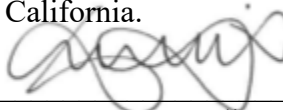
8 On February 11, 2022, I served the foregoing document(s) described as:
9 **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on
10 the interested party(ies) in this action:

11 Labor and Workforce Development Agency
12 1515 Clay Street, Ste. 801
13 Oakland, CA 94612
14 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

15 (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described
16 above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA")
17 by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-796320-20.

18 I declare under penalty of perjury under the laws of the State of California that the above is
19 true and correct.

20 Executed on February 11, 2022, at El Segundo, California.

21 
22 _____
23 Dana Joudi
24
25
26
27
28

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Friday, February 11, 2022 12:46:52 PM

02/11/2022 12:46:39 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Scott

Your Last Name *

Lidman

Your Email Address *

djoudi@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court Case Name and Plaintiff Information

Court Case Name

Hugo Troncoso v. Aranda

Plaintiff Name

Hugo Troncoso

Order or Judgment Details

Date Court order signed by Judge *

11/17/2021

Gross settlement amount *

540000

Gross penalties *

30000

Penalties to LWDA *

22500

Fee award *

180000

Court Order Judgment File and Other Files

Court Order or Judgment *

2021-11-17 O...nting PA.pdf

Other Attachment

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

EXHIBIT 2

EXHIBIT 2

LIDMAN LAW, APC

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Milan Moore (SBN 308095)
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Tel: (424) 322-4772
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Attorneys for Plaintiff
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Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
HUGO TRONCOSO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

HUGO TRONCOSO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. CIVDS2014042

*[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]*

**DECLARATION OF SCOTT M. LIDMAN
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES AND
COSTS**

Date: March 14, 2022
Time: 10:00 a.m.
Dept.: S-26

Action Filed: July 9, 2020
Trial Date: None

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Hugo Troncoso ("Plaintiff") and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law firm
9 of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in
13 the world exclusively devoted to representing management in employment, employee benefits and labor
14 law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones Day,
17 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the
18 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I
19 returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017,
20 I practiced exclusively labor and employment law, with a strong emphasis and most of my time working
21 on wage and hour class actions venued in both state and federal courts. During that time and my legal
22 career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

23 5. During my employment at Littler Mendelson, I played a significant role in the class actions
24 that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular,
25 I received a wide-array of wage and hour class action experience performing the following types of tasks:
26 drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court;
27 drafting and responding to written discovery; drafting and opposing discovery related motions; arguing
28 discovery related motions; drafting motions to consolidate related matters; interviewing putative class

1 members and obtaining declarations in connection with class certification; drafting oppositions to motions
2 for class certification; drafting motions for decertification following class certification; conducting
3 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing
4 at class certification and potential damages resulting from such claims; drafting mediation briefs; serving
5 as the primary contact to in-house counsel; deposing named plaintiffs and putative class members;
6 deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was
7 involved in the negotiations and settlements of many large wage and hour class actions. In short, I played
8 an integral role in all aspects of litigation from the inception of a matter through and beyond class
9 certification. I also supervised the work of several junior attorneys who were staffed on the same wage
10 and hour class actions.

11 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
12 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 13 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
14 States District Court, Central District of California, Honorable Gary Klausner,
15 presiding¹.
- 16 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior
17 Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 18 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
19 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 20 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior
21 Court, County of Alameda, Honorable Winifred Smith, presiding.
- 22 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
23 United States District Court, Central District of California, Honorable Percy
24 Anderson, presiding.

25
26
27
28 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,
14 United States District Court, Southern District of California.⁴
- 15 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
16 Solano, Honorable Paul Berman, presiding.
- 17 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
24 States District Court, Central District of California, Honorable Margaret Morrow,
25 presiding.

26
27 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
5 States District Court, Southern District of California, Honorable John A. Houston,
6 presiding.
- 7 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
8 District Court, Central District of California, Honorable Margaret Morrow,
9 presiding.
- 10 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
14 States District Court, Northern District of California.
- 15 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
16 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
17 presiding.
- 18 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
19 Court, County of Santa Clara.
- 20 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
21 County of Los Angeles, Honorable Terry Green, presiding.
- 22 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
23 Court, County of San Francisco.
- 24 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
25 Court, Northern District of California, Honorable Richard Seeborg, presiding.

26 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
27 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
28 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of

Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five (65) wage and hour class actions filed in State courts throughout California, with several of them having been removed to Federal courts. I believe that my professional experience renders me more than qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and hour cases throughout my career involving similar claims, including the wage and hour class actions identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay involved in wage and hour class action litigation.

8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No. BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley

1 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
2 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
3 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
4 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
5 County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*
6 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
7 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
8 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
9 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
10 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
11 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
12 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
13 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
14 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
15 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
16 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
17 Honorable Judge Philip S. Gutierrez presiding.

18 9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately
19 involved in every aspect of this case from its inception through the present, and I believe that the proposed
20 Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

21 10. The details of the work completed by my firm and/or my co-counsel are set forth in the
22 declaration of Elizabeth Nguyen filed concurrently herewith.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct.

25 Executed on February 17, 2022 at El Segundo, California.

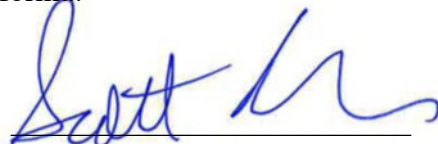
26
27 
28 Scott M. Lidman

EXHIBIT 3

EXHIBIT 3

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Attorneys for Plaintiff
HUGO TRONCOSO

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Attorneys for Plaintiff
HUGO TRONCOSO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

HUGO TRONCOSO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. CIVDS2014042

*[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]*

**DECLARATION OF MILAN MOORE IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: March 14, 2022
Time: 10:00 a.m.
Dept.: S-26

Action Filed: July 9, 2020
Trial Date: None

1 I, MILAN MOORE, declare as follows:

2 1. I am an Associate with Lidman Law, APC and counsel for the named Plaintiff Hugo
3 Troncoso ("Plaintiff") and the proposed Settlement Class in the above-captioned matter. I am a member
4 in good standing of the bar of the State of California and am admitted to practice in this Court. I have
5 personal knowledge of the facts stated in this declaration and could testify competently to them if called
6 upon to do so.

7 2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State Bar
8 in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced
9 exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an
10 employment litigation boutique, where I successfully represented employees in discrimination,
11 harassment, retaliation and wrongful termination cases in both state and federal court. While non-
12 exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing
13 research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel,
14 drafting and responding to written discovery, preparing for and taking and defending depositions, drafting
15 and opposing motions for remand, demurrers and motions to strike, motions to compel, drafting mediation
16 briefs, and attending mediations.

17 3. Since June 11, 2018, I have worked as an associate at my current firm, Lidman Law, APC.
18 I am currently staffed on approximately seventy (70) active wage and hour class action lawsuits in both
19 state and federal court.

20 4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc.*, Case No.
21 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn
22 presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los
23 Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*,
24 Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.
25 Highberger presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior
26 Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*,
27 Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes
28 presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court,

County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

5. The declaration of my co-counsel, Elizabeth Nguyen filed concurrently herewith, sets forth the of the work completed in this case by attorneys in our co-counsel's firm and/or other attorneys in my firm.

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

Executed on February 17, 2022 at El Segundo, California.

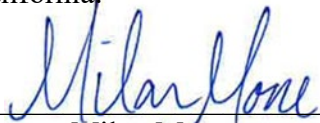

Milan Moore

EXHIBIT 4

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Elizabeth Nguyen (SBN 238571)
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Fax: (424) 292-2355

Attorneys for Plaintiff
HUGO TRONCOSO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

HUGO TRONCOSO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. CIVDS2014042

*[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]*

**DECLARATION OF PAUL K. HAINES IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES AND
COSTS**

Date: March 14, 2022
Time: 10:00 a.m.
Dept.: S-26

Action Filed: July 9, 2020
Trial Date: None

1 I, PAUL K. HAINES, declare as follows:

2 1. I am the principal of the law firm Haines Law Group, APC, and counsel for the named
3 Plaintiff Hugo Troncoso (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I
4 am a member in good standing of the bar of the State of California and am admitted to practice in this
5 Court. I have personal knowledge of the facts stated in this declaration and could testify competently to
6 them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated cum
8 laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy, located in
9 Encino, California. I also spent a semester in law school working as an extern for the Honorable Edward
10 Rafeedie, District Judge for the United States District Court for the Central District of California.

11 3. Since graduating from law school, my practice has focused exclusively on employment
12 litigation. In September 2007, I began working as an associate attorney at the international law firm of
13 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the “largest U.S.-
14 based law firm exclusively devoted to representing management in every aspect of labor and employment
15 law.” While at Littler Mendelson, I was primarily staffed on wage and hour class actions venued in both
16 state and federal courts, and I also worked on a number of single and multi-plaintiff wage and hour
17 matters as well.

18 4. During my employment at Littler Mendelson, I played a significant role in the class
19 actions that I was staffed on, as I was often the only associate staffed on such cases. In particular, I
20 received a wide-array of wage and hour class action experience performing the following types of tasks:
21 drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court;
22 drafting and responding to written discovery; drafting and opposing discovery related motions; arguing
23 discovery related motions; drafting motions to consolidate related matters; interviewing putative class
24 members and obtaining declarations in connection with class certification; drafting oppositions to
25 motions for class certification; drafting motions for decertification following class certification;
26 conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood
27 of prevailing at class certification and potential damages resulting from such claims; drafting mediation
28 briefs; serving as the primary contact to in-house counsel; deposing named plaintiff and putative class

1 members; deposing retained expert witnesses; and defending the depositions of corporate witnesses. In
2 short, I played an integral role in all aspects of litigation from the inception of a matter through and
3 beyond class certification. I also supervised the work of several junior attorneys who were staffed on the
4 same wage and hour class actions.

5 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an associate
6 attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at its Los Angeles
7 office, where I began working in July 2011. During my employment at Morgan, Lewis & Bockius LLP,
8 I worked exclusively on the defense of wage and hour class and collective actions. For the vast majority
9 of these cases, I was the only associate staffed on the matter, and I performed the same job duties as
10 described in the immediately preceding paragraph. In addition to working on wage and hour class
11 actions, at Morgan, Lewis & Bockius I also worked on a number of “hybrid” actions asserting nationwide
12 wage and hour claims under the Fair Labor Standards Act (“FLSA”), as well as California-specific claims
13 under Rule 23 of the Rules of Civil Procedure.

14 6. In July 2012, I transitioned into litigating wage and hour class actions from the Plaintiff’s
15 side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since February 2016, as a
16 Shareholder of the Haines Law Group, APC. Currently, over ninety percent (90%) of my practice is
17 dedicated exclusively to the prosecution of wage and hour class actions, and I am currently responsible
18 for prosecuting over thirty (30) wage and hour class actions filed in both State and Federal courts
19 throughout California. Below are some of the matters in which I have been appointed as Class Counsel,
20 all of which have been granted final approval: *Hilberger v. Eisenhower Medical Center*, Case No.
21 INC1204915, California Superior Court, County of Riverside, Honorable Judge John G. Evans,
22 presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2012 and 2013);
23 *Lopez v. Cornucopia Tools and Plastics, Inc.*, Case No. CV138049, California Superior Court, County
24 of San Luis Obispo, Honorable Judge Martin J. Tangeman, presiding, (in which I was approved for an
25 hourly rate of \$425 for work performed in 2013 and 2014); *Tacker v. Compass Health, Inc.*, Case No.
26 CV13-02261 BRO (JCG), United States District Court, Central District of California, Honorable Judge
27 Beverly Reid O’Connell, presiding, (in which I was approved for an hourly rate of \$500 for work
28 performed in 2013 and 2014); *Noell v. American Professional Ambulance Corporation, Inc.*, Case No.

1 BC499345, California Superior Court, County of Los Angeles, Honorable Judge Kenneth R. Freeman,
2 presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014);
3 *Bautista v. Harvest Management Sub LLC*, Case No. CV12-10004 FMO (CWx), United States District
4 Court, Central District of California, Honorable Judge Fernando M. Olguin, presiding (in which I was
5 approved for an hourly rate of \$500 for work performed in 2012, 2013 and 2014); *Davila v. OCB*
6 *Restaurant Co.*, Case No. CV13-5403 PA (JCG), United States District Court, Central District of
7 California, Honorable Judge Percy Anderson, presiding (in which I was approved for an hourly rate of
8 \$500 for work performed in 2013 and 2014); *Abad v. Waste Connections, Inc.*, Case No. CV12-06708
9 DDP (PJWx), United States District Court, Central District of California, Honorable Judge Dean D.
10 Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013
11 and 2014); *Plantillas v. Snap-On Incorporated*, Case No. CV13-05153 DDP (VBKx), United States
12 District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I
13 was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Theodore v. Keyes*
14 *European, LLC*, Case No. BC521395, California Superior Court, County of Los Angeles, Honorable
15 Judge Elihu Berle, presiding (in which I was approved for an hourly rate of \$500 for work performed in
16 2013 and 2014); *Morales v. Sunset Tower Hotel LLC*, Case No. BC511924, California Superior Court,
17 County of Los Angeles, Honorable Judge John Shepard Wiley Jr., presiding (in which I was approved
18 for an hourly rate of \$500 for work performed in 2013 and 2014); *Gonzalez v. Universal Alloy Corp.*,
19 Case No. SACV13-00807 JVS (MRWx), United States District Court, Central District of California,
20 Honorable Judge James V. Selna, presiding (in which I was approved for an hourly rate of \$500 for work
21 performed in 2013 and 2014); *Morawski v. Milt Guggia Enterprises, Inc.*, Case No. CV13-2349 ABC
22 (RZx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr.,
23 presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014);
24 *Thorp v. Alcal Industries, Inc., et al.*, Case No. CV13-02289 YGR, United States District Court, Northern
25 District of California, Honorable Judge Yvonne Gonzalez Rogers, presiding (in which I was approved
26 for an hourly rate of \$500 for work performed in 2013 and 2014); *Myles v. College Hospital*, Case No.
27 BC487206, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley,
28 Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013, 2014 and

2015); *Sarinana v. DS Waters of America, Inc.*, Case No. C13-0905 EMC, United States District Court,
Northern District of California, Honorable Edward M. Chen, presiding (in which I was approved for an
hourly rate of \$550 for work performed in 2014 and 2015); *Julio v. Anthony, Inc.*, Case No. CV14-03172
AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte
Jr., presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015);
Litt v. Western Stone & Metal Corp., Case No. 3:14-cv-02804-PJH, United States District Court,
Northern District of California, Honorable Judge Phyllis J. Hamilton, presiding (in which I was approved
for an hourly rate of \$550 for work performed in 2014 and 2015); *Rubalcava v. United Towing and
Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles,
Honorable Judge Kenneth Freeman, presiding (in which I was approved for an hourly rate of \$550 for
work performed in 2013, 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California
Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding (in which I was approved
for an hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Prado v. Warehouse Demo
Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of
California, Honorable Judge John F. Walter, presiding (in which I was approved for an hourly rate of
\$550 for work performed in 2014 and 2015); *Rivera Regalado v. Jaguar Farm Labor Contracting*, Case
No. CV 130569, California Superior Court, County of San Luis Obispo, Honorable Martin J. Tangeman,
presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015);
Rodas v. Gateways Hospital and Mental Health Center, Case No. BC503179, California Superior Court,
County of Los Angeles, Honorable Judge Amy D. Hogue, presiding (in which I was approved for an
hourly rate of \$550 for work performed in 2014 and 2015); *Escobar v. Century West, LLC*, Case No
BC564873, California Superior Court, County of Los Angeles, Honorable Judge Jane L. Johnson,
presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015 and
2016); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California
Superior Court, County of San Diego, Honorable Judge Joan M. Lewis, presiding (approving an hourly
rate of \$575 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No. BC537042,
California Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding (approving an
hourly rate of \$575 for work performed in 2014, 2015, and 2016); and *Horta v. Searles Valley Minerals*,

1 *Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald
2 Alvarez presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Cristobal v.*
3 *Koos Manufacturing, Inc.*, Case No. BC591484, California Superior Court, County of Los Angeles, Hon.
4 William F. Highberger presiding (approving an hourly rate of \$575 for work performed in 2015 and
5 2016); *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County
6 of Kern, Honorable David R. Lampe presiding (approving hourly rate of \$575 for work performed in
7 2015, 2016, and 2017); *Kostyuk, et al. v. Golden State Overnight Delivery Service, Inc.*, Case No.
8 RG14727191, California Superior Court, Alameda County, Honorable Winifred Y. Smith presiding
9 (approving an hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Nunez v. CompuCom*
10 *Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Honorable Judge
11 John Shepard Wiley, Jr., presiding (approved at an hourly rate of \$600 for work performed in 2016 and
12 2017); *Mansilla v. Haeco Americas Line Services, LLC, et al.*, Case No. BC615310, Superior Court of
13 California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly
14 rate of \$600 for work performed in 2016 and 2017); *Morales v. Caremeridian, LLC, et al.*, Case No.
15 BC593191, California Superior Court, County of Los Angeles, Judge William F. Highberger presiding
16 (granting final approval of settlement on behalf of direct support professionals involving claims for
17 unpaid wages, meal and rest period violations, wage statement violations, and other claims).

18 7. I have also moved to certify and have received an order certifying a class action and/or
19 conditionally certifying a collective action, in the following cases:

- 20 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,
21 California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding
22 (certifying a class of employees who were misclassified as independent contractors);
- 23 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States
24 District Court, Central District of California, Honorable Judge Beverly Reid O'Connell, presiding
25 (conditionally certifying an unpaid FLSA overtime wage class);
- 26 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District
27 Court, Central District of California, Honorable Judge John F. Walter, presiding (certifying a rest
28 period violation class and conditionally certifying an FLSA unpaid overtime wage class);

- 1 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern
2 District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally
3 certifying an unpaid FLSA overtime wage class);
- 4 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States District
5 Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding (conditionally
6 certifying an unpaid FLSA overtime wage class);
- 7 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
8 Superior Court, County of Orange, Honorable Judge William Claster, presiding (certifying unpaid
9 overtime wage class and waiting time penalty class); and
- 10 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States
11 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
12 classes of employees for rest period violations, wage statement violations, meal period violations,
13 and overtime and double-time violations);
- 14 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States
15 District Court, Southern District of California, Honorable William Q. Hayes presiding (certifying
16 six classes of employees for unpaid wages, meal period violations, wage statement violations, and
17 waiting time penalties); and
- 18 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, United
19 States District Court, Northern District of California, Honorable William H. Alsup presiding
20 (certifying three classes of employees for unlawful wage deduction violations, wage statement
21 violations, and waiting time violations).

22 8. In 2015, 2016 and 2017, Thomson Reuters and Los Angeles Magazine recognized me as
23 a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This
24 is an honor awarded to no more than two and a half percent of attorneys under the age of forty in Southern
25 California each year. In 2018 and 2019 Thomson Reuters recognized me as a “Super Lawyer” in the
26 annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in
27 Southern California each year.

9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

10. The details of the worked completed by my firm and/or my co-counsel are set forth in the declaration of Elizabeth Nguyen filed concurrently herewith.

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

Executed on February 17, 2022 at El Segundo, California.


Paul K. Haines

EXHIBIT 5

EXHIBIT 5

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Attorneys for Plaintiff
HUGO TRONCOSO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

HUGO TRONCOSO, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No.: CIVDS2014042

*[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]*

**DECLARATION OF TAYLOR MITZNER
ON BEHALF OF PHOENIX
SETTLEMENT ADMINISTRATORS
WITH RESPECT TO OPT OUTS AND
OBJECTIONS RECEIVED**

Date: March 14, 2022
Time: 10:00 a.m.
Dept.: S-26

Action Filed: July 9, 2020
Trial Date: None

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I, TAYLOR MITZNER, declare as follows:

1. I am employed by Phoenix Settlement Administrators (“PSA”), the court appointed class action settlement administrator, as Case Manager for *Hugo Troncoso v. Aranda Tooling, Inc.* and have personal knowledge of the facts set forth in this Declaration, and if called as a witness, could and would testify competently thereto.

2. PSA has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. PSA specializes in pre-settlement consultation, data management, legal notification, call center support, settlement processing and tax reporting.

3. PSA was selected by the Parties and approved by the Court to provide notice of the settlement and processing services in this action. In this capacity, PSA was charged with: a) preparing, translating, printing and providing to Settlement Class members the *Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award*, hereinafter referred to as “Notice Packet”; b) processing undeliverable mail and locating updated addresses for Settlement Class Members; c) establishing a toll-free number to assist and address any questions from members of the settlement class; d) receiving and reporting any Requests for Exclusion and Objections submitted by Settlement Class Members; e) administering disputes by Settlement Class Members; f) providing weekly reports to the Parties; g) establishing and administering a qualified settlement fund to disburse all settlement payments; h) calculating Individual Settlement Payments for each Settlement Class member; i) issuing and distributing Class Counsel’s fees and costs, the Named Plaintiff’s Service Award, the LWDA payment and Settlement Payments to Settlement Class Members; j) calculating and remitting all amounts due to the appropriate federal, state, and local tax authorities; k) receiving and reviewing other communications about the Settlement; l) filing any required reports with the Court; and m) performing any additional tasks requested by the Parties.

1 4. PSA received the Court-approved text for the Notice Packet from Plaintiff's
2 Counsel on November 17, 2021.

3 5. PSA prepared a draft of the mailing to the Settlement Class Members. The mailing
4 consisted of a seven (7) page Notice Packet in English and a seven (7) page Notice Packet in
5 Spanish. Attached hereto as **Exhibit A** is a true and correct copy of the Notice Packet that was
6 mailed to Settlement Class Members. PSA received approval from the Parties and a sufficient
7 number of each were printed according to the anticipated class size.

8 6. On December 6, 2021, PSA received data files from Defense Counsel containing
9 the following information: the names, last known addresses, phone numbers, social security
10 numbers, the dates of employment and sufficient information to allow PSA to calculate the
11 number of workweeks worked by each Settlement Class Member during the Class Period, the
12 number of Settlement Class Members during the Class Period, the number of pay periods worked
13 by each PAGA Employee during the PAGA Period, and the number of PAGA Employees who
14 worked during the PAGA Period.

15 7. On December 13, 2021, PSA conducted a National Change of Address ("NCOA")
16 search in an attempt to update the class list of addresses as accurately as possible, for all
17 Settlement Class members. A search of this database provided updated addresses for any
18 individual who had moved in the previous four (4) years and notified the U.S. Postal Service of
19 their change of address.

20 8. The Notice Packets were enclosed in envelopes with the names and last known
21 addresses printed on them. On December 21, 2021, the Notice Packets were mailed by U.S. first
22 class mail to 421 Settlement Class Members. The deadline to submit disputes, requests for
23 exclusion or objections was February 4, 2022.

24 9. As of the date of this declaration, twenty-five (25) Notice Packets were returned
25 to our office by the Post Office, none of which had a forwarding address. PSA performed a Skip
26 Trace on all returned mail with no forwarding address in an attempt to locate a better address
27 using TransUnion TLOxp, one of the most comprehensive databases available. It utilizes
28

hundreds of different databases supplied by credit reporting agencies, public records and a variety of other national databases.

10. As of the date of this declaration, none of the Settlement Class Members contacted Phoenix requesting another Class Notice to be mailed to them.

11. As of the date of this declaration, twenty-three (23) Notice Packets were re-mailed during the response period as a result of locating a better address after Skip Trace.

12. As of the date of this declaration, there is two (2) undeliverable Notice Packets as no forwarding address was provided and no new address was obtained through skip trace.

13. As of the date of this declaration, PSA has received one (1) request for exclusion. Therefore, as of the date of this declaration, the participation rate amongst the Settlement Class members is 99.76%. The name of the valid opt-out is: Minor Ralon.

14. As of the date of this declaration, there are no outstanding disputes. Nor were any disputes submitted from Settlement Class members.

15. As of the date of this declaration, PSA has not received any objections to the Settlement.

16. Pursuant to the terms of the Settlement Agreement, Settlement Class members will receive a portion of the Net Settlement Amount based on the number of workweeks Settlement Class Members were employed during the Class Period. As of the date of this declaration, the estimated Net Settlement Amount available to the Settlement Class members is as follows:

Gross Settlement Amount (“GSA”):	\$540,000.00
Minus Court-approved attorneys’ fees (update to 1/3 of GSA):	\$180,000.00
Minus Court-approved, verified costs:	\$31,976.85
Minus Court-approved Class Representative Service Award:	\$5,000.00
Minus Settlement Administration Costs:	\$10,500.00
Minus PAGA payment:	\$30,000.00
Net Settlement Amount (“NSA”):	\$282,523.15

17. Additionally, \$7,500.00 of the Gross Settlement Amount has been designated as the “PAGA Amount” which shall be distributed to the Settlement Class Members who worked

1 during the time period of April 6, 2019 and November 17, 2021. There are 249 PAGA employees
2 that worked during the time period April 6, 2019 and November 17, 2021 and a total of 19,998.00
3 PAGA workweeks worked by the PAGA Employees. The average individual PAGA Payment to
4 the PAGA Employees is \$30.12.

5 18. Pursuant to the terms of the Settlement Agreement, Defendant will pay the
6 employer's share of payroll taxes separately from, and in addition to the Gross Settlement Amount.

7 19. The total cumulative workweeks worked by the Settlement Class Members is
8 45,187.71. As of the date of this declaration, the estimated average settlement payment to each
9 Settlement Class member is \$672.67. The estimated median settlement payment to Settlement
10 Class members is \$526.53. The lowest estimated settlement payment is \$1.79, and the highest
11 estimated settlement payment is \$1,831.90 without applicable taxes, withholdings, and employee
12 garnishments.

13 20. As of this date, Defendant has deposited one payment for a total of \$180,000.
14 Based on the terms of the Settlement Agreement, the second payment is due on March 1, 2022
15 and that last quarterly payment shall be paid by August 23, 2023.

16 21. PSA will charge a total of \$10,500.00 in costs associated with the administration
17 of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in
18 completing the Settlement.

19 I declare under penalty of perjury under the laws of the United States and state of
20 California that the foregoing is true and correct.

21 Executed on February 14, 2022 at Anaheim, California.

22
23 
24 Taylor Mitzner

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

HUGO TRONCOSO, as an individual and on behalf
of all others similarly situated.

Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and Does 1 through 100, inclusive

Defendants.

Case No. CIVDS2014042

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt, hourly employees who have worked for Defendant Aranda Tooling, Inc. ("Defendant" or "Aranda") in California at any time between April 6, 2016 and November 17, 2021. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Hugo Troncoso, as an individual and on behalf of all others similarly situated v. Aranda Tooling, Inc., a California corporation; and DOES 1 through 100, inclusive*, Case No. CIVDS2014042 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Aranda's records show that you were employed at Aranda as an hourly, non-exempt employee in California between April 6, 2016 and November 17, 2021 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Hugo Troncoso ("Plaintiff") brought this Lawsuit against Aranda, seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees who worked for Aranda in California at any time between April 6, 2016 and November 17, 2021. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

The Lawsuit alleges that Aranda failed to pay Settlement Class Members all minimum and overtime wages, failed to provide to Settlement Class Members all required meal and rest periods, and failed to provide Settlement Class Members with itemized wage statements in compliance with California law. As a result of the foregoing alleged violations, Plaintiff also alleges that Aranda engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorney General Act.

Aranda denies that it has done anything wrong. Aranda further denies that it owes Settlement Class Members and PAGA Allegedly Aggrieved Employees any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Aranda, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Aranda has concluded that it is in its best interests and Class Counsel has determined that it is in the best interests of Settlement Class Members and PAGA Allegedly Aggrieved Employees to settle the Lawsuit on the terms summarized in this Notice. After Aranda provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

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

If you are still employed by Aranda, your decision about whether to participate in the Settlement will not affect your employment. California law and Aranda's policies strictly prohibit unlawful retaliation.

Aranda will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com Romina Tamiry rtamiry@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Aranda Tooling, Inc. BUCHALTER, A Professional Corporation Joshua Mizrahi jmizrahi@buchalter.com Graham Lambert glambert@buchalter.com 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-1730 Tel: (213) 891-0700 Fax: (213) 869-0400 www.buchalter.com
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What are the terms of the Settlement?

On November 17, 2021, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for Aranda in California at any time between April 6, 2016 and November 17, 2021. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Aranda as described below.

Aranda has agreed to pay \$540,000 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class Members, attorneys' fees and expenses, payment of PAGA civil penalties, settlement administration costs, and the Class Representative's Service Award. Aranda's share of payroll taxes associated with any wage payments to Settlement Class Members shall be paid by Aranda separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,500.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$180,000.00 as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$40,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Civil Penalties. Class Counsel will ask the Court to approve a payment in the total amount of \$30,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), will be payable to PAGA Allegedly Aggrieved Employee as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The NSA is currently estimated to be approximately \$274,500.00, to be shared among an estimated 421 Settlement Class Members. The NSA will be divided as follows:

- i. The Net Settlement Amount, not including the PAGA Amount payable to the PAGA Allegedly Aggrieved Employees as described above, shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.
- ii. In addition, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount". All PAGA Allegedly Aggrieved Employees shall receive a portion of the PAGA Amount. "PAGA Allegedly Aggrieved Employees" include all current and former non-exempt, hourly, employees of Defendant who worked in California (including those who submit a Request for Exclusion) at any time between April 6, 2019 and November 17, 2021 ("PAGA Period"). A PAGA Allegedly Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of Workweeks that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Allegedly Aggrieved Employee's number of Workweeks worked during the PAGA Period, and the denominator of which is the total number of Workweeks worked by all PAGA Allegedly Aggrieved Employees during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

If you are a PAGA Allegedly Aggrieved Employee and submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Amount regardless of whether you exclude yourself from the Settlement.

Each member of the Settlement Class who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will be transferred to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member.

Payment Plan by Aranda of Gross Settlement Amount. The Gross Settlement Amount shall be deposited by Aranda with the Settlement Administrator in an account set up by it, based on the following schedule: i) Aranda shall deposit the first payment amount of \$180,000.00 within 14 calendar days of the date the Court enters an Order granting preliminary approval; ii) the balance of \$360,000.00 shall be payable in eight (8) equal quarterly installments of \$45,000.00, with the first quarterly installment due within 90 calendar days of Aranda's first payment of \$180,000.00, and each of the remaining seven (7) quarterly installments due within (90) calendar days of the prior installment payment made by Aranda. Based on this payment plan, the Gross Settlement Amount is expected to be paid in full by approximately August 2023.

The "Effective Date" is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following Aranda's deposit of the last and final installment payment of the Gross Settlement Amount, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members. As this time, the Individual Settlement Awards are expected to be mailed in September 2023.

Allocation and Taxes. For tax purposes, each Individual Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. The Individual Settlement Award for a PAGA Allegedly Aggrieved Employee who submits a Request for Exclusion shall be allocated as 100% penalties and reported on an IRS Form 1099. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Aranda and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely release and discharge Aranda, and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), from all claims, rights, demands, liabilities, penalties, interest, damages, losses, and causes of action, arising from or related to the claims pled, or could reasonably have been pled based on the factual allegations, in any of the Complaints in the Action that arose during the Class Period, including, in particular, the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims").

The time period of the Released Claims shall be the same time as the Class Period.

PAGA Release and PAGA Allegedly Aggrieved Employees. If the Court approves the Settlement, all PAGA Allegedly Aggrieved Employees will release the Released Parties, from all claims, rights, demands, liabilities, and causes of action under the California Labor Code Private Attorneys General Act of 2004 as alleged on the operative complaint including, in particular PAGA penalties based on the underlying Labor Code violations: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) failure to maintain accurate records (collectively, "PAGA Released Claim"). The time period of the PAGA Released Claim is the PAGA Period.

The Parties acknowledge that under the release, the right of the LWDA to investigate the released PAGA claims is not released, but the PAGA Released Claim does include any claims for penalties by a PAGA Allegedly Aggrieved Employee as a result of any such LWDA investigation, and PAGA Allegedly Aggrieved Employees are waiving their right to act as a private attorney general as to the Released Claims.

The Releases shall be effective on the date that Aranda fully funds the Gross Settlement Amount.

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

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period and, if applicable, PAGA Period. The information contained in Aranda's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Individual Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **February 4, 2022**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than **February 4, 2022**, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE TRONCOSO V. ARANDA LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY CLASS SETTLEMENT PAYMENT FROM THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in the class settlement portion of the Settlement, and shall receive no benefits from the Settlement Class. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

If you are also a PAGA Allegedly Aggrieved Employee, you will still receive a portion of the PAGA Amount if you submit a Request for Exclusion and you will still release your claim for PAGA penalties as described above.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason for your objection, and any legal or factual or evidence you may have in support of your objection. Written objections must be postmarked on or before **February 4, 2022**.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for March 14, 2022 at 10:00 a.m. in Department S-26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. You may appear and object at the Final Approval Hearing regardless of whether or not you sent in a written objection. You have the right to appear either remotely, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **February 4, 2022**. All objections or other correspondence must state the name and number of the case (*Hugo Troncoso v. Aranda Tooling, Inc.*, San Bernardino County Superior Court Case No. CIVDS2014042).

Any Settlement Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's social distancing and mandatory face covering requirements, as well as other orders related to COVID-19. All such rules and orders can be located at the Court's website: <https://www.sb-court.org/general-information/information-regarding-court-reopening-plans>

For more information about how to appear at the Final Approval Hearing remotely, please visit the Court's website at: <https://www.sb-court.org/general-information/remote-access>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on March 14, 2022 at 10:00 a.m., in Department S-26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

The Court's final judgment will be posted on the Settlement Administrator's website (<http://www.phoenixclassaction.com/troncoso-v-aranda-tooling>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. Due to COVID-19, please visit the Court's website at <https://www.sb-court.org/general-information/information-regarding-court-reopening-plans> for information on accessing the Court and modified service hours due to COVID. You may also contact Class Counsel using the contact information listed above for more information.

Information about the Settlement will be posted on the Settlement Administrator's website (<http://www.phoenixclassaction.com/troncoso-v-aranda-tooling>).

PLEASE DO NOT CALL OR WRITE THE COURT, ARANDA OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **February 4, 2022**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON NOVEMBER 17, 2021.

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE SAN BERNARDINO

HUGO TRONCOSO, a título individual y en nombre de todas las restantes personas similarmente situadas.

Demandante,

vs.

ARANDA TOOLING, INC., una corporación de California, y Does 1 a 100, inclusive,

Demandados.

No. de caso CIVDS2014042

**AVISO DE PENDENCIA DE DEMANDA
COLECTIVA Y ACUERDO PROPUESTO**

Para: Todos los empleados no exentos por hora presentes y pasados que trabajaron para el Demandado Aranda Tooling, Inc. (“Demandado” o “Aranda”) en California en algún momento entre el 6 de abril de 2016 y el 17 de noviembre de 2021. Se hace referencia, de forma colectiva, a estos empleados como “Miembros de la Clase del Acuerdo”.

**POR FAVOR LEA ESTE AVISO DETENIDAMENTE
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS INDEPENDIENTEMENTE DE QUE ACTÚE O NO**

¿Por qué debería leer este aviso?

La Corte ha concedido la aprobación preliminar de un acuerdo propuesto de demanda colectiva (el “Acuerdo”) en *Hugo Troncoso, a título individual y en nombre de todas las demás personas similarmente situadas v. Aranda Tooling, Inc., una corporación de California; y DOES 1 a 100, inclusive*, No. de caso CIVDS2014042 (la “Demanda”). Dado que sus derechos podrían verse afectados por este Acuerdo, es importante que usted lea este aviso detenidamente.

Puede que tenga derecho a recibir dinero de este Acuerdo. Los registros de Aranda indican que usted estuvo empleado en Aranda como empleado no exento remunerado por hora en California entre el 6 de abril de 2016 y el 17 de noviembre de 2021 (el “Período de la Clase”). La Corte ha ordenado que le sea enviado el presente Aviso porque usted podría tener derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta a sus derechos legales.

El propósito del presente aviso es proporcionarle una breve descripción de la Demanda, informarle acerca de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo, y explicar qué pasos podría dar para participar en el Acuerdo, oponerse al mismo o excluirse. Si usted no se excluye del Acuerdo y la Corte aprueba finalmente el presente Acuerdo, estará obligado por los términos del Acuerdo y cualquier sentencia final.

¿De qué trata este caso?

El Demandante Hugo Troncoso (“Demandante”) interpuso esta Demanda contra Aranda, buscando hacer valer reclamos en nombre de una clase de empleados no exentos remunerados por hora presentes y pasados que trabajaron para Aranda en California en algún momento entre el 6 de abril de 2016 y el 17 de noviembre de 2021. Al Demandante se le conoce por el nombre de “Representante de la Clase”, y a sus abogados, que también representan los intereses de todos los Miembros de la Clase del Acuerdo, se les conoce como “Abogados de la Clase”.

La Demanda alega que Aranda no pagó a los Miembros de la Clase del Acuerdo todos los salarios mínimos y por horas extra, no proporcionó a los Miembros de la Clase del Acuerdo todos los períodos de comida y descanso requeridos, y no proporcionó a los Miembros de la Clase del Acuerdo estados salariales detallados en cumplimiento con la legislación de California. Como resultado de las violaciones anteriormente alegadas, el Demandante alega asimismo que Aranda participó en prácticas comerciales desleales y es responsable de sanciones civiles en virtud del Código de Trabajo, Ley General de Abogados Privados (*Private Attorney General Act*).

Aranda niega haber actuado de forma inapropiada. Aranda niega que deba a los Miembros de la Clase del Acuerdo y a los Empleados Presuntamente Afectados de PAGA ningún tipo de salario, restitución, sanción u otros daños. En consecuencia, el Acuerdo constituye un compromiso respecto a reclamos disputados, y no debería interpretarse como una admisión de responsabilidad por parte de Aranda, que rechaza de forma expresa toda responsabilidad.

La Corte no se ha pronunciado respecto a los fundamentos de los reclamos del Demandante. Sin embargo, para evitar gastos adicionales, incomodidades e interferencias en sus operaciones comerciales, Aranda ha llegado a la conclusión de que lo que mejor defiende sus intereses, y los Abogados de la Clase han determinado que lo que mejor defiende los intereses de los Miembros de la Clase del Acuerdo y los Empleados Presuntamente Afectados de PAGA, es resolver la Demanda sobre la base de los términos resumidos en el presente Aviso. Después de que Aranda proporcionara información relevante a los Abogados de la Clase, se alcanzó el Acuerdo tras una mediación y negociaciones entre las Partes.

El Representante de la Clase y los Abogados de la Clase respaldan este Acuerdo. Entre las razones del respaldo se encuentran las defensas frente a responsabilidades que se encuentran potencialmente a disposición de Aranda, el riesgo de que se niegue la certificación de clase, el riesgo inherente de un juicio sobre la base de los fundamentos, y las demoras e incertidumbres relacionadas con el litigio.

Si usted sigue estando empleado por Aranda, su decisión acerca de participar o no en el Acuerdo no afectará a su empleo. La legislación de California y las políticas de Aranda prohíben estrictamente que se tomen represalias ilegales. Aranda no tomará ninguna medida adversa en materia de empleo ni tomará represalias ni discriminará en forma alguna contra ningún Miembro de la Clase del Acuerdo como consecuencia de la decisión del Miembro de la Clase del Acuerdo de participar o no participar en el Acuerdo.

¿Quiénes son los abogados?

Abogados de la parte Demandante / Miembros de la Clase del Acuerdo: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com Romina Tamiry rtamiry@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Abogados de Aranda Tooling, Inc. BUCHALTER, A Professional Corporation Joshua Mizrahi jmizrahi@buchalter.com Graham Lambert glambert@buchalter.com mailto:kcabrera@foley.com 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-1730 Tel: (213) 891-0700 Fax: (213) 869-0400 www.buchalter.com
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¿Cuáles son los términos del Acuerdo?

El 17 de noviembre de 2021, la Corte certificó preliminarmente una clase, únicamente a los efectos del acuerdo, de todos los empleados no exentos remunerados por hora presentes y pasados que trabajaron para Aranda en California en algún momento entre el 6 de abril de 2016 y el 17 de noviembre de 2021. Los Miembros de la Clase del Acuerdo que no opten por ser excluidos del Acuerdo de conformidad con los procedimientos estipulados en el presente Aviso estarán obligados por el Acuerdo y descargarán sus reclamos contra Aranda tal y como se describe a continuación.

Aranda ha acordado pagar \$540,000 (la “Suma Bruta del Acuerdo”) para resolver completamente todos los reclamos contenidos en la Demanda; esta suma incluye pagos a los Miembros de la Clase del Acuerdo, honorarios y gastos de abogados, un pago de sanciones civiles en virtud de PAGA, gastos de administración del acuerdo, y una Asignación Adicional para el Representante de la Clase. La parte de impuestos salariales de Aranda asociados a cualesquiera pagos de salarios efectuados a los Miembros de la Clase del Acuerdo será pagada por Aranda de forma separada de la Suma Bruta del Acuerdo, y además de la misma.

Las Partes solicitarán las siguientes deducciones de la Suma Bruta del Acuerdo:

Gastos de Administración del Acuerdo. La Corte ha aprobado a Phoenix Settlement Administrators para que actúe como “Administrador del Acuerdo”, que se está encargando de enviarle el presente Aviso y desempeñará cualesquiera otras obligaciones relacionadas con el Acuerdo. La Corte ha aprobado destinar hasta \$10,500.00 de la Suma Bruta del Acuerdo para pagar los gastos de administración del Acuerdo.

Honorarios y Gastos de Abogados. Los Abogados de la Clase han estado tramitando la Demanda en nombre de los Miembros de la Clase del Acuerdo sobre la base de honorarios por contingencia (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio. La Corte determinará la suma efectiva asignada a los Abogados de la Clase en concepto de honorarios de abogados, que será pagada de la Suma Bruta del Acuerdo. Los Miembros de la Clase del Acuerdo no son personalmente responsables de los honorarios y gastos de abogados de ninguno de los Abogados de la Clase. Los Abogados de la Clase solicitarán honorarios por una suma de hasta un tercio de la Suma Bruta del Acuerdo (que se estima actualmente que ascienda a \$180,000.00), como remuneración razonable por el trabajo llevado a cabo por los Abogados de la Clase y que seguirán llevando a cabo en la presente Demanda hasta la finalización del Acuerdo. Los Abogados de la Clase solicitarán asimismo el reembolso de una suma no superior a \$40,000.00 por gastos verificados de los Abogados de la Clase en que incurran en relación con la Demanda.

Asignación Adicional para el Representante de la Clase. Los Abogados de la Clase solicitarán a la Corte que conceda al Representante de la Clase una asignación adicional por una suma no superior a \$5,000.00, para compensarle por su servicio y por el trabajo extra proporcionado en nombre de los Miembros de la Clase del Acuerdo.

Sanciones civiles en virtud de PAGA. Los Abogados de la Clase solicitarán a la Corte que apruebe un pago por una suma total de \$30,000.00 en concepto de sanciones civiles, pagadera de conformidad con el Código de Trabajo de California, Ley General de Abogados Privados (“PAGA”). Según el Código de Trabajo, § 2699(i), el setenta y cinco por ciento (75%) de dichas sanciones, o Veintidós Mil Quinientos Dólares y Cero Centavos (\$22,500.00), será pagadero a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral (“LWDA” por sus siglas en inglés), y el restante veinticinco por ciento (25%), o Siete Mil Quinientos Dólares y Cero centavos (\$7,500.00), será pagadero a los Empleados Presuntamente Afectados de PAGA como “Suma de PAGA”, tal y como se describe más abajo.

Cálculo de los Pagos Individuales del Acuerdo de los Miembros de la Clase del Acuerdo. Después de deducir las sumas aprobadas por la Corte arriba indicadas, el saldo restante de la Suma Bruta del Acuerdo constituirá la Suma Neta del Acuerdo (“NSA” por sus siglas en inglés), que será distribuida entre todos los Miembros de la Clase del Acuerdo que no envíen una Solicitud de Exclusión válida y a tiempo (según se describe a continuación). Se estima actualmente que la NSA ascenderá aproximadamente a \$274,500.00; esta suma será compartida entre aproximadamente 421 Miembros de la Clase del Acuerdo. La NSA se dividirá como sigue:

- i. La Suma Neta del Acuerdo, sin incluir la Suma de PAGA pagadera a los Empleados Presuntamente Afectados de PAGA tal y como se describe más arriba, será asignada a los Miembros de la Clase del Acuerdo que trabajaron durante el Período de la Clase, como sigue: cada Miembro Participante de la Clase del Acuerdo recibirá una parte proporcional del acuerdo en función del número de semanas laborales trabajadas durante el Período de la Clase, cuyo numerador es el número total de semanas laborales trabajadas por el Miembro de la Clase del Acuerdo durante el Período de la Clase, y cuyo denominador es el número total de semanas laborales trabajadas por todos los Miembros de la Clase del Acuerdo que trabajaron durante el Período de la Clase.
- ii. Además, Siete Mil Quinientos Dólares y Cero centavos (\$7,500.00) de la Suma Bruta del Acuerdo han sido designados como “Suma de PAGA”. Todos los Empleados Presuntamente Afectados de PAGA recibirán una parte de la Suma de PAGA. Los “Empleados Presuntamente Afectados de PAGA” incluyen todos los empleados no exentos remunerados por hora presentes y pasados del Demandado que trabajaron en California (incluyendo aquellos que envíen una Solicitud de Exclusión) en algún momento entre el 6 de abril de 2019 y el 17 de noviembre de 2021 (“Período de PAGA”). Cada Empleado Presuntamente Afectado de PAGA recibirá una parte de la Suma de PAGA proporcional al número de Semanas Laborales que haya trabajado durante el Período de PAGA; dicho pago será calculado multiplicando la Suma de PAGA por una fracción, cuyo numerador es el número de Semanas Laborales trabajadas por cada Empleado Presuntamente Afectado de PAGA durante el Período de PAGA, y cuyo denominador es el número total de Semanas Laborales trabajadas por todos los Empleados Presuntamente Afectados de PAGA durante el Período de PAGA.

Pagos a los Miembros de la Clase del Acuerdo. Si la Corte concede la aprobación final del Acuerdo, se remitirán por correo Pagos Individuales del Acuerdo a los Miembros de la Clase del Acuerdo que no envíen una Solicitud de Exclusión válida y a tiempo.

Si usted es un Empleado Presuntamente Afectado de PAGA y envía una Solicitud de Exclusión, seguirá recibiendo una parte proporcional de la Suma de PAGA, independientemente de que se excluya del Acuerdo.

Cada miembro de la Clase del Acuerdo que reciba un Pago del Acuerdo debe cobrar el cheque dentro del plazo de 180 días a partir de la fecha en que sea enviado por correo por el Administrador del Acuerdo. Cualesquiera fondos pagaderos a los Miembros de la Clase del Acuerdo cuyos cheques no sean cobrados dentro del plazo de 180 días tras la fecha de envío por correo serán transferidos al Secretario de Estado de California-Fondo de Propiedad No Reclamada de conformidad con la legislación relativa a propiedad no reclamada a nombre del Miembro de la Clase del Acuerdo.

Plan de Pago de la Suma Bruta del Acuerdo por parte de Aranda. La Suma Bruta del Acuerdo será depositada por Aranda en el Administrador del Acuerdo en una cuenta abierta por el mismo, sobre la base del siguiente plan: i) Aranda depositará el primer pago de \$180,000.00 dentro del plazo de 14 días calendario a partir de la fecha en que la Corte dicte una Orden concediendo la aprobación preliminar; ii) el saldo de \$360,000.00 será pagadero en ocho (8) pagos parciales trimestrales iguales de \$45,000.00; el primer pago trimestral parcial vencerá dentro del plazo de 90 días calendario a partir del primer pago de Aranda de \$180,000.00, y cada uno de los siete (7) pagos trimestrales restantes vencerá dentro del plazo de 90 días calendario a partir de la fecha del pago parcial previo efectuado por Aranda. Sobre la base de este plan de pago, se espera que la Suma Bruta del Acuerdo sea pagada de forma integral antes de Agosto de 2023.

La “Fecha de Efecto” se define como la fecha que tenga lugar con posterioridad de entre las siguientes: a) la aprobación final del acuerdo por parte de la Corte si no se han efectuado objeciones por parte de los Miembros de la Clase o en su nombre; (b) el plazo de apelación ha vencido y no se ha registrado ninguna objeción ni se ha interpuesto o retirado ninguna apelación; o (c) la resolución final de cualquier apelación que se haya presentado.

Dentro del plazo de diez (10) días calendario tras el depósito por parte de Aranda del pago parcial último y final de la Suma Bruta del Acuerdo, el Administrador del Acuerdo calculará los Pagos Individuales del Acuerdo y los proporcionará a los abogados de las Partes para su revisión y aprobación. Dentro del plazo de siete (7) días calendario a partir de la aprobación por parte de los abogados de las Partes, el Administrador del Acuerdo preparará y enviará por correo los Pagos Individuales del Acuerdo, menos impuestos y retenciones aplicables, a los Miembros Participantes de la Clase del Acuerdo. En este momento, se espera que los Pagos Individuales del Acuerdo sean enviados por correo en Septiembre de 2023.

Asignación e Impuestos. A efectos fiscales, cada Pago Individual del Acuerdo será tratado como sigue: el sesenta y siete por ciento (67%) como sanciones e intereses; el treinta y tres por ciento (33%) como salarios. El Administrador del Acuerdo será responsable de enviar Formularios W-2 del IRS a los Miembros Participantes de la Clase del Acuerdo por sumas consideradas “salarios” y Formularios 1099 del IRS por sumas asignadas a sanciones e intereses. El Pago Individual del Acuerdo de un Empleado Presuntamente Afectado de PAGA que envíe una Solicitud de Exclusión será asignado como 100% sanciones y será reportado en un Formulario 1099 del IRS. Los Miembros de la Clase del Acuerdo son responsables del debido tratamiento de los impuestos sobre la renta o los ingresos de los Pagos Individuales del Acuerdo. El Administrador del Acuerdo, Aranda y sus abogados, y los Abogados de la Clase no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros de la Clase del Acuerdo deberían consultar con sus asesores fiscales en relación con las consecuencias fiscales y tratamiento de los pagos que reciban en virtud del Acuerdo.

Descargo. Si la Corte aprueba el Acuerdo, la Clase del Acuerdo, y cada Miembro de la Clase del Acuerdo que no haya enviado una Solicitud de Exclusión válida y a tiempo, liberarán y descargarán de forma completa y para siempre a Aranda, y a todos sus ejecutivos, consejeros, accionistas, gerentes, empleados, agentes, socios, herederos, representantes, contadores, auditores y consultores, pasados y presentes, y a sus respectivos sucesores y predecesores en interés, subsidiarias, afiliadas, matrices y abogados (de forma colectiva, las “Partes Liberadas”), respecto a todos los reclamos, demandas, derechos, obligaciones, sanciones, intereses, daños, pérdidas y causas de acción que se deriven o estén relacionados con los reclamos alegados, o que pudieran haber sido razonablemente alegados, sobre la base de las alegaciones de hecho contenidas en la Demanda, surgidos durante el Período de la Clase, incluyendo, en particular, los siguientes reclamos: (a) no pagar todos los salarios mínimos debidos; (b) no pagar todos los salarios por horas extra debidos; (c) no proporcionar períodos de comida o pagar primas salariales por períodos de comida no conformes con la normativa vigente; (d) no autorizar y permitir períodos de descanso, o pagar primas salariales por períodos de descanso no conformes con la normativa vigente; (e) no proporcionar estados salariales detallados precisos; y (f) todos los reclamos por prácticas comerciales desleales que pudieran haberse basado en los hechos, reclamos, causas de acción o teorías legales arriba descritos (de forma colectiva, los “Reclamos Descargados”).

El período de tiempo de los Reclamos Descargados será el mismo que el Período de la Clase.

Descargo en virtud de PAGA y Empleados Presuntamente Afectados de PAGA. Si la Corte aprueba el Acuerdo, todos los Empleados Presuntamente Afectados de PAGA descargarán a las Partes Liberadas respecto a todos los reclamos, derechos, demandas, obligaciones y causas de acción en virtud del Código de Trabajo de California, Ley General de Abogados Privados de 2004, alegados en la demanda operativa, incluyendo, en particular, sanciones en virtud de PAGA sobre la base de las violaciones subyacentes del Código de Trabajo: (a) no pagar todos los salarios por horas extra debidos; (b) no pagar todos los salarios mínimos debidos; (c) no proporcionar períodos de comida o pagar primas salariales por períodos de comida no conformes con la normativa vigente; (d) no autorizar y permitir períodos de descanso, o pagar primas salariales por períodos de descanso no conformes con la normativa vigente; (e) no proporcionar estados salariales detallados precisos; y (f) no mantener registros precisos (de forma colectiva, “Reclamos Descargados en virtud de PAGA”). El período de tiempo de los Reclamos Descargados en virtud de PAGA es el Período de PAGA.

Las Partes reconocen que bajo este descargo de responsabilidad, no se descarga el derecho de la LWDA a investigar los reclamos en virtud de PAGA descargados, sino que los Reclamos Descargados en virtud de PAGA no incluyen ningún reclamo por sanciones por parte de ningún Empleado Presuntamente Afectado de PAGA como resultado de cualquier investigación de tal tipo por parte de la LWDA, y los Empleados Presuntamente Afectados de PAGA están renunciando a su derecho a actuar como fiscal/procurador general privado en relación con los Reclamos Descargados.

Los Descargos entrarán en vigor en la fecha en que Aranda dote financieramente de forma plena la Suma Bruta del Acuerdo.

Condiciones del Acuerdo. El Acuerdo está condicionado a que la Corte emita una orden judicial en la Audiencia de Aprobación Final, o tras la misma, otorgando la aprobación final del Acuerdo como justo, razonable, adecuado, y como que defiende los intereses de la Clase del Acuerdo, y el registro de la Sentencia.

¿Cómo puedo reclamar dinero del Acuerdo?

No hacer nada. Si no hace nada, tendrá derecho a su parte del Acuerdo sobre la base del número proporcional de semanas laborales que haya trabajado durante el Período de la Clase (según se explica más arriba), y según se indica en el Aviso de Pago del Acuerdo que se adjunta. Usted estará obligado asimismo por el Acuerdo, incluyendo el descargo de reclamos arriba estipulado.

¿Qué otras opciones tengo?

Cuestionar la información contenida en el Aviso de Pago Individual del Acuerdo. Su pago se basa en el número proporcional de semanas laborales que trabajó durante el Período de la Clase y, si resulta aplicable, el Período de PAGA. La información contenida en los registros de Aranda en relación con todos estos factores, conjuntamente con su Pago Estimado del Acuerdo, se indica en el Aviso de Pago Individual del Acuerdo adjunto. Si no está de acuerdo con la información indicada en el Aviso de Pago Individual del Acuerdo, puede enviar una disputa, conjuntamente con cualquier información y documentación acreditativas, de conformidad con los procedimientos indicados en el Aviso de Pago Individual del Acuerdo. Cualesquiera disputas, conjuntamente con la documentación acreditativa, deben estar mataselladas no más tarde del **4 de febrero de 2022**. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI PRESERVADA.**

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y hablarán de buena fe de cómo resolver cualquier disputa enviada por los Miembros de la Clase del Acuerdo. La decisión del Administrador del Acuerdo en relación con cualquier disputa será final.

Excluirse del Acuerdo. Si **no** desea participar en el Acuerdo, puede excluirse enviando al Administrador del Acuerdo una carta o tarjeta escrita de “Solicitud de Exclusión del Acuerdo de Demanda Colectiva” por correo matasellado no más tarde del **4 de febrero de 2022**, con su nombre, dirección, número de teléfono, cuatro últimos dígitos de su número del seguro social, y su firma. La Solicitud de Exclusión debe indicar:

“DESEO SER EXCLUIDO DE LA CLASE DEL ACUERDO EN LA DEMANDA DE TRONCOSO V. ARANDA. ENTIENDO QUE SI SOLICITO SER EXCLUIDO DE LA CLASE DEL ACUERDO, NO RECIBIRÉ NINGÚN PAGO DEL ACUERDO DE LA CLASE DE ESTA DEMANDA”.

Envíe la Solicitud de Exclusión directamente al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Cualquier persona que envíe una Solicitud de Exclusión a tiempo, tras la recepción de la misma por parte del Administrador del Acuerdo, dejará de ser un Miembro de la Clase del Acuerdo, se le impedirá participar en la parte del acuerdo de la clase del Acuerdo, y no recibirá ningún beneficio de la Clase del Acuerdo. **No envíe tanto una Disputa como una Solicitud de Exclusión.** Si envía ambas, la Solicitud de Exclusión será inválida, usted será incluido en la Clase del Acuerdo, y estará obligado por los términos del Acuerdo.

Si es asimismo un Empleado Presuntamente Afectado de PAGA, seguirá recibiendo una parte de la Suma de PAGA si envía una Solicitud de Exclusión y seguirá descargando su reclamo por sanciones en virtud de PAGA tal y como se describe más arriba.

Oponerse al Acuerdo. Usted tiene derecho asimismo a oponerse a los términos del Acuerdo. Sin embargo, si la Corte rechaza su objeción, seguirá estando obligado por los términos del Acuerdo. Si desea oponerse al Acuerdo, o cualquier parte del mismo, puede enviar por correo una objeción escrita al Administrador del Acuerdo. Su objeción escrita debe incluir su nombre, dirección, así como información de contacto de cualquier abogado que le represente en relación con su objeción, el nombre y el número de caso, cada razón específica de su objeción, y cualquier respaldo legal u objetivo para cada objeción o pruebas que respalden su objeción. Las objeciones escritas deben estar mataselladas no más tarde del **4 de febrero de 2022**.

Si elige oponerse al Acuerdo, también puede comparecer en la Audiencia de Aprobación Final programada para el 14 de marzo de 2022 a las 10:00 a.m. en el Departamento S-26 de la Corte Superior del Condado de San Bernardino, ubicada en 247 West Third Street, San Bernardino, California 92415. Puede comparecer y oponerse en la Audiencia de Aprobación Final independientemente de que haya enviado o no una objeción escrita. Usted tiene derecho a comparecer de forma remota, en persona o a través de su propio abogado en la audiencia. Cualquier abogado que tenga intención de representar a una persona que se oponga al Acuerdo debe presentar un aviso de comparecencia ante la Corte y notificar a los abogados de todas las Partes no más tarde del **4 de febrero de 2022**. Todas las objeciones u otra correspondencia deben indicar el nombre y el número del caso, (*Hugo Troncoso v. Aranda Tooling, Inc.*, Corte Superior del Condado de San Bernardino, No. de caso CIVDS2014042).

Cualquier Miembro de la Clase del Acuerdo que elija comparecer personalmente en la Corte por cualquier razón relacionada con la presente Demanda debe cumplir con los requisitos de distanciamiento social y mascarillas/cubrebocas obligatorios, así como otras órdenes relacionadas con la pandemia del COVID-19. Todas las reglas y órdenes de tal tipo pueden encontrarse en el sitio web de la Corte: <https://www.sb-court.org/general-information/information-regarding-court-reopening-plans>

Para más información acerca de cómo comparecer en la Audiencia de Aprobación Final de forma remota, por favor visite el sitio web de la Corte en: <https://www.sb-court.org/general-information/remote-access>.

Si usted se opone al Acuerdo, seguirá siendo un miembro de la Clase y si la Corte aprueba el Acuerdo, quedará obligado por los términos del Acuerdo de la misma manera que los Miembros de la Clase del Acuerdo que no se opongan.

¿Cuáles son los siguientes pasos?

La Corte celebrará una Audiencia de Aprobación Final con respecto a la adecuación, razonabilidad e imparcialidad del Acuerdo el 14 de marzo de 2022 a las 10:00 a.m., en el Departamento S-26 de la Corte Superior del Condado de San Bernardino, ubicada en 247 West Third Street, San Bernardino, California 92415. La Corte se pronunciará asimismo con respecto a la solicitud de honorarios de los Abogados de la Clase y reembolso de costos y gastos documentados, y con respecto a la Asignación Adicional para el Representante de la Clase. La Audiencia de Aprobación Final puede ser aplazada sin previo aviso a los Miembros de la Clase del Acuerdo. **No se requiere que usted asista a la Audiencia de Aprobación Final, aunque cualquier Miembro de la Clase del Acuerdo puede hacerlo si lo desea.**

La sentencia final de la Corte será publicada en el sitio web del Administrador del Acuerdo (<http://www.phoenixclassaction.com/troncoso-v-aranda-tooling>).

¿Cómo puedo obtener información adicional?

El presente Aviso es tan sólo un resumen de la Demanda y el Acuerdo. Para más información, puede inspeccionar los registros de la Corte y el Acuerdo de Liquidación en la Oficina del Secretario Judicial de la Corte Superior del Condado de San Bernardino, ubicada en 247 West Third Street, San Bernardino, California 92415. Como consecuencia del COVID-19, por favor visite el sitio web de la Corte en <https://www.sb-court.org/general-information/information-regarding-court-reopening-plans> para información acerca del acceso a la Corte y horario de servicio modificado debido al COVID. Usted también puede contactar con los Abogados de la Clase utilizando la información de contacto arriba indicada para más información.

Se publicará información adicional acerca del Acuerdo en el sitio web del Administrador del Acuerdo en (<http://www.phoenixclassaction.com/troncoso-v-aranda-tooling>).

POR FAVOR NO LLAME POR TELÉFONO NI ESCRIBA A LA CORTE, ARANDA O SUS ABOGADOS PARA OBTENER INFORMACIÓN ACERCA DE ESTE ACUERDO O EL PROCEDIMIENTO DEL ACUERDO.

RECORDATORIO RELATIVO A LÍMITES DE TIEMPO

La fecha límite para enviar cualesquiera Disputas, Solicitudes de Exclusión u Objeciones es el **4 de febrero de 2022**. Estas fechas límite se harán cumplir de forma estricta.

POR ORDEN DE LA CORTE DICTADA EL 17 DE NOVIEMBRE DE 2021.

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

HUGO TRONCOSO V. ARANDA TOOLING, INC.
SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. CIVDS2014042

Please complete, sign, date and return this form to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to Aranda Tooling, Inc.'s records ("Aranda"):

- (a) You were employed by Aranda and worked a total of «Total_Weeks» workweeks during the time period between April 6, 2016 and November 17, 2021.
- (b) You were employed by Aranda and worked a total of «PAGA_Work_Weeks» workweeks during the time period between April 6, 2019 and November 17, 2021.

Based on the above, your Individual Settlement Award is estimated to be «Est_Set_Amt» and PAGA Payment is estimated to be «PAGA_Amount».

(IV) If you disagree with items (a) – (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Aranda's records, Aranda's records will control unless you are able to provide documentation that establishes that Aranda's records are mistaken. If there is a dispute about whether Aranda's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. The Settlement Administrator will render all final decisions on disputes.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN FEBRUARY 4, 2022.**

AVISO DE PAGO INDIVIDUAL DEL ACUERDO

HUGO TRONCOSO V. ARANDA TOOLING, INC.

CORTE SUPERIOR DEL CONDADO DE SAN BERNARDINO, NO. DE CASO CIVDS2014042

Por favor complete, firme, feche y devuelva el presente formulario a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **ÚNICAMENTE SI** (1) su información de contacto personal ha cambiado, y/o (2) desea cuestionar cualquier parte de la información indicada en la Sección (III) más abajo. Usted es responsable de mantener una dirección actualizada en los registros del Administrador del Acuerdo.

(I) Por favor escriba su nombre a máquina o en letra de imprenta/molde:

(Primer nombre, segundo nombre, apellido)

(II) Por favor escriba a máquina o en letra de imprenta/molde la siguiente información identificativa si su información de contacto ha cambiado:

Nombres anteriores (si resulta aplicable)

Nueva dirección

Ciudad

Estado

Código Postal

(III) Información utilizada para calcular su Pago Individual del Acuerdo:

Según los registros de Aranda Tooling, Inc. ("Aranda"):

(a) Usted estuvo empleado por Aranda y trabajó un total de «Total_Weeks» semanas laborales durante el período comprendido entre el 6 de abril de 2016 y el 17 de noviembre de 2021.

(b) Usted estuvo empleado por Aranda y trabajó un total de «PAGA_Work_Weeks» semanas laborales durante el período comprendido entre el 6 de abril de 2019 y el 17 de noviembre de 2021.

Sobre la base de lo anterior, se estima que su Pago Individual del Acuerdo asciende a «Est_Set_Amt» y se estima que su Pago de PAGA asciende a «PAGA_Amount».

(IV) Si no está de acuerdo con los artículos (a) – (b) en la Sección (III) más arriba, por favor explique las razones en el espacio proporcionado a continuación e incluya copias de cualesquiera pruebas o documentación acreditativas con este formulario:

Si cuestiona la información anterior obtenida de los registros de Aranda, registrará lo dispuesto en los registros de Aranda a menos que pueda proporcionar documentación que establezca que los registros de Aranda son erróneos. Si hay alguna disputa acerca de si la información de Aranda o suya es precisa, y la disputa no puede ser resuelta de manera informal, la disputa será resuelta por las Partes y el Administrador del Acuerdo tal y como se describe en el "Aviso de Pendencia de Demanda Colectiva y Acuerdo Propuesto" que acompaña al presente Formulario. El Administrador del Acuerdo tomará todas las decisiones finales con respecto a las disputas.

CUALESQUIERA DISPUTAS, CONJUNTAMENTE CON CUALQUIER DOCUMENTACIÓN ACREDITATIVA, DEBEN ESTAR MATASELLADAS NO MÁS TARDE DEL 4 DE FEBRERO DE 2022.