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13
14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF ALAMEDA**

17 RIVELINO TAVIRA an individual, on behalf
18 of himself and others similarly situated

19 PLAINTIFF,

20 v.

21 GENERAL FOUNDRY SERVICE
22 CORPORATION; and DOES 1 thru 50,
inclusive,

23 DEFENDANTS.
24
25
26
27
28

Case No. RG20072299

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

Date: August 31, 2021

Time: 3:00 p.m.

Judge: Hon. Brad Seligman

Dept.: 23

1 I, Lluvia Islas, declare as follows:

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

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

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

24 4. On April 28, 2021, ILYM Group received the Court approved text for the Notice Packet
25 from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet, which was
26 approved by the Parties’ Counsel prior to mailing.

27 5. On May 5, 2021, ILYM Group received the class data file from Counsel for Defendants,
28 which contained the name, social security number, last known mailing address, and the total number of

1 applicable workweeks worked for each Settlement Class Member. The data file was uploaded to our
2 database and checked for duplicates and other possible discrepancies. The Class List contained 63
3 individuals.

4 6. As part of the preparation for mailing, all 63 names and addresses contained in the Class
5 List were then processed against the National Change of Address (“NCOA”) database, maintained by the
6 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of
7 the Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested change
8 of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database,
9 the updated address was used for the mailing of the Notice Packet. To the extent that no updated address
10 was found in the NCOA database, the original address provided by Counsel for Defendants was used for
11 the mailing of the Notice Packet.

12 7. On June 4, 2021, the Notice Packet was mailed, via U.S First Class Mail, to all 63
13 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the
14 mailed Notice Packet.

15 8. As of the date of this declaration, no Notice Packets have been returned to our office as
16 undeliverable.

17 9. As of the date of this declaration, ILYM Group has not received any requests for exclusion.
18 The deadline to request exclusion from the Settlement was August 3, 2021.

19 10. As of the date of this declaration, ILYM Group has not received any objections to the
20 Settlement. The deadline to file an objection to the Settlement was August 3, 2021.

21 11. As of the date of this declaration, ILYM Group will report a total of 63 Participating
22 Claimants, representing 100% of the 63 Settlement Class Members.

23 12. Participating Claimants will receive a proportional share of the Net Settlement Fund through
24 individual settlement payments, based on the number of workweeks worked by Class Members during the
25 Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved
26 payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class
27 Representative Enhancement Award, Claims Administration Fees to ILYM Group, and the PAGA
28 allocation, e.g.,

Gross Settlement Fund	\$165,317.73
Class Counsel Fees (33.33%)	\$55,100.40
Class Counsel Expenses	\$5,000.00
Enhancement Award -	\$2,500.00
ILYM Group Fees	\$6,500.00
LWDA	\$6,000.00
Net Settlement Fund	\$90,217.33

To determine a Participating Claimant's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Claimants will receive an estimated average gross payment of \$1,432.02, with the estimated highest gross payment being \$1,570.05.

13. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$6,500.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 5th day of August 2021, at Tustin, California.



LLUVIA ISLAS

EXHIBIT “A”

<<First Name>> <<Last Name>>

RIVELINO TAVIRA v. GENERAL FOUNDRY SERVICE CORPORATION

Superior Court of the State of California, County of Alameda

Case No.: RG20072299

If you are a current or former employee for GENERAL FOUNDRY SERVICE CORPORATION (“GENERAL FOUNDRY” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

- This lawsuit involves a class defined as “all persons who are employed or have been employed as an hourly employee by GENERAL FOUNDRY SERVICE CORPORATION, in the State of California who worked one or more pay periods during the Class Period.”
- The Class Period is time period from August 24, 2019 to August 21, 2020.
- You are receiving this Notice because the records reflect that you may be one of the above Class Members.
- Plaintiff in this class action alleges that Defendant failed to provide accurate itemized wage statements and is liable for statutory penalties under the Labor Code and civil penalties under California’s Private Attorneys General Act or “PAGA.” GENERAL FOUNDRY denies Plaintiff’s claims and asserts that it has complied with all of its legal obligations to its employees.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Defendant’s defenses.
- You will not be penalized or retaliated against by GENERAL FOUNDRY for participating in this class action settlement. If you are currently employed by GENERAL FOUNDRY, your employment will not be affected in any way. Current employees of GENERAL FOUNDRY who choose to participate in the settlement will not be required to resign and can continue to work for GENERAL FOUNDRY.
- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue for Defendant's alleged failure to provide accurate itemized wage statements during the Class Period.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against GENERAL FOUNDRY for Defendant's alleged failure to provide accurate itemized wage statements during the Class Period. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against for the same legal claims in this lawsuit.
OBJECT	Object to the terms of this Settlement.

**Your options are explained in this notice.
To opt out or object, you must act by August 3, 2021.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of GENERAL FOUNDRY's employees. You have received this notice because GENERAL FOUNDRY's records indicate that you are a member of this class.

2. What is this lawsuit about?

This lawsuit was filed on August 24, 2020 on behalf of all persons who are employed or have been employed as an hourly employee by GENERAL FOUNDRY in the State of California. The operative complaint alleges class-wide causes of action against GENERAL FOUNDRY for failure to provide accurate itemized wage statements pursuant to Labor Code § 226(a) and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2699 et seq.

This means that Plaintiff alleges that Defendant has failed to provide accurate itemized wage statements during the Class Period.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the Class Members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be protracted and expensive, and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$165,317.73. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$55,100.40
- Litigation Costs: \$5,000
- Class Representative Enhancement Award: \$2,500
- Penalties to the Labor & Workforce Development Agency: \$6,000
- Claims Administration Costs: \$6,500

After these deductions, approximately \$90,217.33 will be available for payment to the Settlement Class Members receiving this notice ("Net Settlement Amount").

Each Participating Class Member's Individual Settlement Payments shall be determined on a pro rata basis based upon the number of workweeks during which the employee worked in proportion to the aggregate number of workweeks by all Settlement Class Members.

All Individual Settlement Payments will be allocated as 100% statutory and civil penalties.

According to GENERAL FOUNDRY's records, the total number of pay periods that you worked as an employee *during the relevant time period* is <<Pay Periods>>. If you disagree with this information and would like someone to look into the matter, please follow the procedure below.

Based on these pay periods, your estimated settlement amount is \$<<Est. Settlement>>

The average estimated settlement payment is \$<<Avg. Settlement>>.

6. What if I disagree with the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

Settlement Administrator
c/o ILYM Group, Inc.
1-888-250-6810
<https://www.ilymgroup.com/GeneralFoundry>

You must submit such information by August 3, 2021. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

You do not have to do anything if you want to receive a share of the net settlement amount. However, you should make sure the Settlement Administrator always has your current mailing address in order to ensure you receive your settlement share. If you do nothing, you will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will Release by doing nothing are: any and all claims that are asserted in the operative complaint and which could have been asserted based on the facts alleged in the complaint, for failure to issue accurate itemized wage statements under Labor Code § 226, claims for penalties under the Labor Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter “PAGA”) for failure to issue accurate itemized wage statements under Labor Code § 226, claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, ILYM Group, Inc., by August 3, 2021.

Settlement Administrator
c/o ILYM Group, Inc.
1-888-250-6810
<https://www.ilymgroup.com/GeneralFoundry>

The Request for Exclusion: (1) must contain the name, address, and telephone number of the Settlement Class Member requesting exclusion; (2) must contain a statement expressing that the Settlement Class Member elects to be excluded from the Settlement; and (3) must be signed by the Settlement Class Member.

If your Request for Exclusion is postmarked after August 3, 2021, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue GENERAL FOUNDRY separately about the claims made in this lawsuit.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator no later than August 3, 2021 at:

Settlement Administrator
c/o ILYM Group, Inc.
1-888-250-6810
<https://www.ilymgroup.com/GeneralFoundry>

Any written objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; and (3) the basis for the objection.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement

who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant no later than the Response Period Deadline. The Final Approval and Fairness Hearing will be held in Dept. 23 of the Alameda County Superior Court, located at 1221 Oak St. 4th Floor, Oakland, CA 94612 on August 31, 2021, at 3:00 p.m. (Pacific Time).

A Settlement Class Member may not both submit a Request for Exclusion and an Objection. If a Settlement Class Member submits both, the Settlement Administrator will contact the Settlement Class Member to determine the Settlement Class Member's intent.

If any Objection is ultimately overruled by the Court, the Settlement Class Member will be bound by the Release.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

Class Counsel:	Counsel for GENERAL FOUNDRY SERVICE CORPORATION:
Kingsley & Kingsley, APC Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	The Goldstein Law Firm, PC Charles H. Goldstein, Esq. Joseph A. Goldstein, Esq. 8912 Burton Way Beverly Hills, CA 90211 Telephone: (310) 553-4746

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 23 of the Alameda County Superior Court, located at 1221 Oak St. 4th Floor, Oakland, CA 94612 on August 31, 2021, at 3:00 p.m. (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's Enhancement Awards, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also visit the settlement website at <https://www.ilymgroup.com/GeneralFoundry>, telephone ILYM Group, Inc. (listed above), telephone Class Counsel (listed above) or visit the Court website at <http://www.alameda.courts.ca.gov/pages.aspx/domainweb>. Enter this website address and then click on the box labeled DOMAIN WEB. Then click on the box to "Search by Case Number". You will have to checkbox indicating that you are not a robot and then enter the Case Number RG20072299 in the empty box. You will be taken to the Court's page for this case and review documents and information there.

Please do not telephone the Court, the Office of the Clerk, or GENERAL FOUNDRY's counsel for information regarding this settlement.

<<Nombre>> <<Apellido>>

RIVELINO TAVIRA v. GENERAL FOUNDRY SERVICE CORPORATION

Tribunal Superior del Estado de California, Condado de Alameda

Caso No.: RG20072299

Si usted es un empleado actual o anterior de GENERAL FOUNDRY SERVICE CORPORATION ("GENERAL FOUNDRY" o "Demandado"), una demanda colectiva puede afectar sus derechos y puede tener derecho a los beneficios del acuerdo.

No está siendo procesado. Un tribunal autorizó este aviso. Esta no es una solicitud de un abogado.

**POR FAVOR LEA ESTE AVISO DETENIDAMENTE YA QUE CONTIENE
INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS.**

- Este proceso involucra una clase definida como "todas las personas que están o han sido empleadas por horas por GENERAL FOUNDRY SERVICE CORPORATION, en el estado de California, que han trabajado uno o más períodos de pago durante el Período Colectivo".
- El Período Colectivo es el período comprendido entre el 24 de agosto de 2019 y el 21 de agosto de 2020.
- Está recibiendo este Aviso porque los registros indican que puede ser uno de los Miembros del Grupo mencionados anteriormente.
- El Demandante en esta demanda colectiva alega que el Demandado no proporcionó declaraciones salariales detalladas y precisas y es responsable de las sanciones legales según el Código Laboral y las sanciones civiles según la Ley de Fiscales Generales de California o "PAGA". GENERAL FOUNDRY niega los reclamos del Demandante y afirma que ha cumplido con todas sus obligaciones legales para con sus empleados.
- Se ha hecho un acuerdo que afecta sus derechos. Aunque el Tribunal ha autorizado a las partes a proporcionar esta notificación del acuerdo propuesto, el Tribunal no ha expresado una opinión sobre los méritos de las reclamaciones del Demandante o las defensas del Demandado.
- GENERAL FOUNDRY no lo penalizará ni tomará represalias por participar en este acuerdo de demanda colectiva. Si actualmente es empleado de GENERAL FOUNDRY, su empleo no se verá afectado de ninguna manera. Los empleados actuales de GENERAL FOUNDRY que decidan participar en el Acuerdo no tendrán que renunciar y podrán continuar trabajando para GENERAL FOUNDRY.
- Tienes varias opciones disponibles:

HACER NADA	Al no hacer nada, <u>recibirá</u> una parte de las ganancias del acuerdo y renunciará a cualquier derecho a demandar por el supuesto incumplimiento del Demandado de proporcionar declaraciones salariales detalladas y precisas durante el Período Colectivo.
SOLICITE SER EXCLUIDO (NO PARTICIPAR)	Excluirse de este proceso. Conserve sus derechos de presentar un reclamo por separado contra GENERAL FOUNDRY por el supuesto incumplimiento del Demandado de proporcionar declaraciones salariales detalladas y precisas durante el Período Colectivo. Si solicita ser excluido, <u>no recibirá</u> una parte de los resultados del acuerdo, pero conservará todos los derechos que pueda tener para presentar su propia demanda por los mismos reclamos legales en esta demanda.
OPONERSE	Oponerse a los términos de este Acuerdo.

Sus opciones se explican en este aviso.

Para optar por excluirse u oponerse, debe actuar antes del 3 de agosto de 2021.

1. ¿Por qué recibí este aviso?

Se llegó a un acuerdo propuesto en una demanda colectiva que se presentó en nombre de los empleados de GENERAL FOUNDRY. Recibió este aviso porque los registros de GENERAL FOUNDRY indican que es miembro de este grupo.

2. ¿De qué se trata esta demanda?

Esta demanda se presentó el 24 de agosto de 2020 en nombre de todas las personas que están o han sido empleadas como trabajadores por horas por GENERAL FOUNDRY en el estado de California. La demanda operativa alega causas de acción en toda la clase contra GENERAL FOUNDRY por no proporcionar declaraciones salariales detalladas de acuerdo con el Código Laboral § 226 (a) y sanciones bajo la Ley de Abogados Privados del Código Laboral, Código Laboral. Trabajo § 2699 et seq.

Esto significa que el Demandante alega que el Demandado no proporcionó declaraciones de salario detalladas y precisas durante el Período Colectivo.

3. ¿Ha decidido el Tribunal quién tiene la razón?

No. El Tribunal no ha tomado ninguna decisión sobre los méritos de las alegaciones del Demandante o las defensas del Demandado.

4. ¿Por qué se llegó a un acuerdo en este caso?

Las partes llegaron a un acuerdo para evitar el riesgo, las molestias y los gastos de un litigio adicional. El Demandante y sus abogados creen que el acuerdo propuesto es justo, apropiado y en el mejor interés de los Miembros del Grupo a quienes se aplica, dado el resultado de su investigación, el consumo de tiempo y recursos necesarios en relación con más litigios e incertidumbre en la ley que rige algunas de las reclamaciones presentadas. Aunque el Demandado impugna los reclamos del Demandante y afirma que ha cumplido con todas sus obligaciones legales para con sus empleados, el Demandado también concluyó que un litigio

adicional llevaría mucho tiempo y sería costoso, y también desviaría el tiempo de la administración y de los empleados.

5. ¿Cuáles son los términos del acuerdo y cuánto recibiré?

El Monto Bruto de Liquidación es \$ 165,317.73. De acuerdo con el Acuerdo propuesto, los siguientes montos se deducirán antes de realizar cualquier pago a los empleados, sujeto a la aprobación final del Tribunal:

- Honorarios del Abogado: \$55,100.40
- Costos de litigio: \$ 5,000
- Premio por Mejora de Representante del Grupo: \$ 2,500
- Sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral: \$ 6,000
- Costos de Administración de Reclamos: \$ 6,500

Después de estas deducciones, aproximadamente \$ 90,217.33 estarán disponibles para el pago de los Miembros del Grupo del Acuerdo que reciban este aviso (“Monto Neto de Liquidación”).

Los Pagos Individuales del Acuerdo para cada Miembro participante del Grupo se determinarán de forma prorrateada en función del número de semanas laborales durante las cuales el empleado ha trabajado en proporción al número total de semanas laborales de todos los Miembros del Grupo del Acuerdo.

Todos los Pagos de Liquidación Individual se asignarán como sanciones legales y civiles del 100%.

Según los registros de GENERAL FOUNDRY, el número total de períodos de pago que trabajó como empleado *durante el período de tiempo relevante es* << Períodos.de.pago >>. Si no está de acuerdo con esta información y desea que alguien investigue el asunto, siga el procedimiento a continuación.

Con base en estos períodos de pago, su monto de liquidación estimado es \$<<Pago.estimado>>

El pago de liquidación promedio estimado es \$<<Pago.promedio>>.

6. ¿Qué sucede si no estoy de acuerdo con la cantidad de períodos de pago que se muestran arriba?

Si cree que la información del aviso es incorrecta en relación con la cantidad de períodos de pago, deberá escribir una carta indicando la cantidad de períodos de pago que cree que son correctos. Puede adjuntar cualquier documentación relevante para acreditarlo. Debe enviar su carta a:

Administrador del Acuerdo
c/o ILYM Group, Inc.
1-888-250-6810
<https://www.ilymgroup.com/GeneralFoundry>

Debe enviar dicha información antes del 3 de agosto de 2021. El Abogado del Grupo y el Administrador del Acuerdo trabajarán juntos de buena fe y harán todo lo posible para resolver rápidamente la disputa basándose en los registros disponibles. Si no pueden resolver cualquier disputa bajo esta Sección, el Administrador del Acuerdo debe revisar toda la información,

materiales y documentos y tomar una decisión sobre la disputa.

7. ¿Qué tengo que hacer para recibir una parte del acuerdo?

No es necesario que haga nada para recibir una parte del valor de liquidación neto. Sin embargo, debe asegurarse de que el Administrador del Acuerdo de Liquidación siempre tenga su dirección postal actual para garantizar la recepción de su pago a plazos. Si no hace nada, estará cubierto por el aviso resumido en la Sección 8, a continuación.

8. ¿Qué derechos estoy renunciando?

Los reclamos que liberará sin hacer nada son: todos y cada uno de los reclamos que se realicen en el reclamo operativo y que pudieran haberse realizado con base en los hechos alegados en el reclamo, por no emitir declaraciones salariales detalladas y precisas bajo los términos del Código de Conducta Laboral § 226 reclamaciones de penalización bajo la Ley de Abogados Laborales Privados del Código Laboral de 2004, § 2699, et seq. (en adelante “PAGA”) por no emitir declaraciones salariales detalladas y precisas de acuerdo con § 226 del Código de Trabajo, reclamos de restitución y otras medidas equitativas, indemnizaciones, daños punitivos o sanciones.

9. ¿Qué pasa si no deseo participar?

Cualquiera que no desee participar en el acuerdo puede optar por no participar completando, firmando y enviando una carta indicando que no desea participar en el Acuerdo al Administrador del Acuerdo, ILYM Group, Inc., hasta el 3 de agosto de 2021.

Administrador del Acuerdo
c/o ILYM Group, Inc.
1-888-250-6810

<https://www.ilymgroup.com/GeneralFoundry>

La Solicitud de Exclusión: (1) debe contener el nombre, la dirección y el número de teléfono del Miembro del Grupo del Acuerdo que solicita la exclusión; (2) debe contener una declaración que exprese que el Miembro del Grupo del Acuerdo ha decidido ser excluido del Acuerdo; y (3) debe estar firmado por el Miembro del Grupo del Acuerdo.

Si su solicitud de exclusión tiene matasellos posterior al 3 de agosto de 2021, será rechazada y usted será un Miembro participante del Grupo y estará sujeto a los términos del acuerdo y la divulgación. Cualquiera que presente una Solicitud de exclusión válida y oportuna no se considerará Miembro participante del Grupo y no recibirá ningún pago como parte de este acuerdo. Dichas personas conservarán los derechos de demandar a GENERAL FOUNDRY por separado sobre las reclamaciones realizadas en esta acción.

10. ¿Qué pasa si tengo una objeción?

Un Miembro del Grupo puede oponerse al Acuerdo por escrito o en persona. Las objeciones por escrito y todos los resúmenes de respaldo u otros materiales deben enviarse al Administrador del Acuerdo antes del 3 de agosto de 2021 al:

Administrador del Acuerdo
c/o ILYM Group, Inc.
1-888-250-6810

<https://www.ilymgroup.com/GeneralFoundry>

Cualquier objeción por escrito debe estar firmada por el Miembro del Grupo del Acuerdo y declarar: (1) el nombre completo del Miembro del Grupo del Acuerdo; (2) las fechas de empleo del Miembro del Grupo del Acuerdo; y (3) la base de la objeción.

Cualquier Miembro del Grupo puede oponerse en la Audiencia de Aprobación Definitiva con o sin plantear o presentar objeciones por escrito. El Miembro del Grupo puede comparecer en persona o por medio de un abogado, a sus expensas, en la audiencia de Aprobación Definitiva para presentar su objeción directamente al Tribunal. Cualquier abogado que represente a una persona que se oponga a este Acuerdo y que no haya hecho una objeción por escrito debe presentar una notificación de comparecencia ante el Tribunal y notificar al Abogado de Grupo y al Abogado del Demandado antes del Período de Respuesta. La Audiencia de Aprobación Definitiva e Imparcialidad se llevará a cabo en el Dept. 23 de la Corte Superior del Condado de Alameda, ubicado en 1221 Oak St. 4º Piso, Oakland, CA 94612 el 31 de agosto de 2021, a las 3:00 pm. (Hora del Pacífico).

Un Miembro del Grupo del Acuerdo no puede presentar una solicitud de exclusión y una objeción. Si un Miembro del Grupo presenta ambos, el Administrador del Acuerdo se comunicará con el Miembro del Grupo para determinar la intención del Miembro del Grupo. Si el Tribunal rechaza alguna objeción, el Miembro del Grupo quedará obligado por la Exención.

Cualquier Miembro del Grupo que no presente una objeción por escrito de manera oportuna o que no presente una objeción en persona en la Audiencia de Aprobación Definitiva se considerará que ha renunciado a cualquier objeción y se le impedirá hacer cualquier objeción al Acuerdo, ya sea mediante una apelación o de otra manera.

Abogados del Grupo	Abogados de GENERAL FOUNDRY SERVICE CORPORATION:
Kingsley & Kingsley, APC Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Teléfono: (818) 990-8300	The Goldstein Law Firm, PC Charles H. Goldstein, Esq. Joseph A. Goldstein, Esq. 8912 Burton Way Beverly Hills, CA 90211 Teléfono: (310) 553-4746

11. ¿Necesito un abogado?

No es necesario que contrate a su propio abogado porque el Abogado del Grupo trabaja en su nombre. Sin embargo, si desea tener su propio abogado, puede contratar uno por su cuenta.

12. ¿Qué pasa a continuación en el caso?

El Acuerdo fue aprobado solo de manera preliminar. El Tribunal celebrará una audiencia en el Depto. 23 de la Corte Superior del Condado de Alameda, ubicado en 1221 Oak St. 4º Piso, Oakland, CA 94612 el 31 de agosto de 2021, a las 3:00 pm. (Hora del Pacífico), para considerar cualquier objeción y determinar si el acuerdo debe aprobarse en última instancia como justo, razonable y apropiado. El Tribunal también debe aprobar la solicitud del Abogado del Grupo de honorarios y costos de abogados, Premios por Mejoras del Demandante y costos de manejo de reclamos. La audiencia puede continuar sin previo aviso. No es necesario que asistas a esta audiencia.

13. ¿Cómo puedo recibir más información?

Este aviso es un resumen de los términos básicos del acuerdo. Para obtener más información, también puede visitar el sitio web del acuerdo en <https://www.ilymgroup.com/GeneralFoundry>, llamar a ILYM Group, Inc. (enumerado arriba), llamar al Abogado del Grupo (enumerado arriba) o visitar el sitio web del Tribunal en <http://www.alameda.courts.ca.gov/pages.aspx/domainweb>. Ingrese la dirección de este sitio web y haga clic en la casilla denominada DOMINIO WEB. Luego haga clic en el cuadro "Buscar por número de caso". Deberá seleccionar la casilla de verificación que indica que no es un robot y luego ingresar el Número de caso RG20072299 en el cuadro vacío. Lo llevarán a la página del Tribunal de este caso y revisará los documentos y la información allí.

No llame al Tribunal, a la Oficina del Secretario ni al abogado de GENERAL FOUNDRY para obtener información sobre este acuerdo.

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 6, 2021, I served all interested parties in this action the following documents described as: **DECLARATION OF LLUVIA ISLAS OF ILYM GROUP, INC., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Charles H. Goldstein
Joseph A. Goldstein
cgoldsteinesq@gmail.com
josephgoldsteinesq@gmail.com
The Goldstein Law Firm, PC
8912 Burton Way
Beverly Hills, CA 90211

[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 6, 2021, at Woodland Hills, California.



Michelle A. Tanzer