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CALIFORNIA ROADSIDE SERVICE, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER

MIGUEL CATALAN, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

CALIFORNIA ROADSIDE SERVICE,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2020-01165556-CU-OE-CXC

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: October 6, 2023
Time: 9:00 a.m.

Judge: Hon. William D. Cluster
Dept.: CX104

1 I, Makenna Snow, declare as follows:

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

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

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

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

4 5. On March 14, 2023, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, last
6 known telephone number, and the number of Workweeks worked for each Settlement Class
7 Member during the Class Period and PAGA Members during the PAGA Period. The data file was
8 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
9 List contained 71 Class Members and 68 PAGA Members.

10 6. As part of the preparation for mailing, all 71 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On May 16, 2023, the Notice Packet was mailed, in both English and Spanish, via
19 U.S First Class Mail, to all 71 individuals contained in the Class List. Attached hereto, as **Exhibit**
20 **A**, is a true and correct copy of the mailed Notice Packet.

21 8. As of the date of this declaration, 10 Notice Packets have been returned to our office.
22 Of the 10 returned Notice Packets, none included a forwarding address. ILYM Group performed a
23 computerized skip trace on the 10 returned Notice Packets that did not have a forwarding address,
24 in an effort to obtain an updated address for purpose of re-mailing the Notice Packet. As a result of
25 this skip trace, 7 updated addresses were obtained and the Notice Packets were promptly re-mailed
26 to those Settlement Class Members, via U.S. First Class Mail.

27 9. As of the date of this declaration, a total of 3 Notice Packets have been deemed
28 undeliverable as no updated addresses were found notwithstanding the skip tracing.

10. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was July 15, 2023.

11. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was July 15, 2023.

12. As of the date of this declaration, ILYM Group will report a total of 71 Settlement Class Members, representing 100% of the 71 Class Members. The total number of Workweeks worked by the Settlement Class Members during the class period is 5,879.

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

Gross Settlement Amount	\$250,000.00
<i>Escalator Clause</i>	<i>\$84,264.24</i>
Revised Gross Settlement Amount	\$334,264.24
Attorney's Fees	\$116,992.48
Attorney's Costs/Expenses	\$14,378.13
Enhancement Award	\$5,000.00
ILYM Group Fees	\$7,500.00
LWDA	\$15,000.00
PAGA Members	\$5,000.00
Net Settlement Fund	\$170,393.63

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

1 \$2,399.91 with the estimated highest gross payment being \$8,550.11, and an estimated lowest gross
2 payment being \$57.97. The PAGA payment shares to the PAGA Members shall be calculated based
3 on the PAGA Members number of Workweeks worked during the PAGA Period. The distribution
4 will be divided among all PAGA Members on a pro rata basis, based on the ratio of the Applicable
5 Workweeks worked by each PAGA Member during the PAGA Period, to the total number of
6 Applicable Workweeks worked by all PAGA Members during the PAGA Period. Based on these
7 calculations, the PAGA Employee's, will receive an estimated average payment of \$73.53, with
8 the estimated highest payment being \$145.80, and the estimated lowest payment of \$4.29.

9 14. ILYM Group's total fees and costs for services in connection with the administration
10 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
11 costs for completion of the settlement administration, are \$7,500.00. ILYM Group's work in
12 connection with this matter will continue with the calculation of the settlement award payments,
13 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
14 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
15 Group to perform.

16 I declare under penalty of perjury under the laws of the State of California and the United
17 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
18 was executed this 1st day of September 2023, at Tustin, California.

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20 Makenna Snow
21 MAKENNA SNOW
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EXHIBIT “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Catalan v. California Roadside Services, LLC

Orange County Superior Court, Case No. 30-2020-01165556-CU-OE-CXC

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

PLEASE READ THIS NOTICE CAREFULLY.

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

To:	All persons currently or formerly employed by California Roadside Services, LLC as a non-exempt hourly-paid employee in the state of California at any time between October 16, 2016 and May 31, 2022.
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BASIC INFORMATION

1. What is this settlement about?

Plaintiff Miguel Catalan (Plaintiff), filed a class action lawsuit against California Roadside Services, LLC (“Defendant”), entitled *Catalan v. California Roadside Services, LLC*, Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC, was filed as a class action on October 16, 2020. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendant denies all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

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

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”).

On November 15, 2022, the Court granted preliminary approval of the Settlement, appointed Plaintiff Miguel Catalan as the Class Representative, and appointed their attorneys at Protection Law Group as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

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

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt hourly-paid employee in the state of California at any time between October 16, 2016 and May 31, 2022.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Three Hundred Thirty-Four Thousand Two Hundred Sixty-Four Dollars and Twenty-Four Cents (\$334,264.24) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel as well as all applicable payroll taxes. The Gross Settlement Amount will be paid by Defendant in thirty-three (33) monthly installments. The first installment was made on May 31, 2022, and the last installment will be made on January 30, 2025. Thereafter, the Settlement Administrator will distribute and issue your check(s) on or about February 7, 2025.

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

- A. **Attorneys’ Fees to Class Counsel** not to exceed thirty-five percent (35%) of the Gross Settlement Amount or One Hundred Sixteen Thousand Nine Hundred Ninety-Two Dollars and Forty-Eight Cents (\$116,992.48);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00);
- C. **Service Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00);
- E. **PAGA Payment to the LWDA and PAGA Members** of Twenty Thousand Dollars (\$20,000). Seventy-five percent of this amount (\$15,000) will be paid to the California Labor and Workforce Development Agency pursuant to California Labor Code §2699 et. seq. The remaining twenty-five percent (\$5,000) will be distributed to PAGA Members who worked for Defendant between October 16, 2019, and May 31, 2022, on a pro rata basis for the release of claims arising under PAGA.

The portion of the Net Settlement Amount that you are eligible to claim (“Settlement Payment”) will be determined on a *pro rata* basis, based on the number workweeks you worked in California as an hourly-paid non-exempt employee for Defendant from October 16, 2016, through May 31, 2022 (“Workweeks”). Your estimated Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment

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

You worked XXX Workweeks between October 16, 2016, and May 31, 2022. Your estimated Settlement Payment is \$XXX.XX. The amount of your estimated Settlement Payment is subject to change depending on the number of timely and valid Requests for Exclusions submitted, payments approved by the Court, and other potential factors.

Your estimated Settlement Payment was determined based on Defendant’s record of your employment between October 16, 2016, and May 31, 2022, and is presumed correct. If you dispute the accuracy as to the number of weeks worked during the period described above you must contact the Settlement Administrator and provide

any documentation you have supporting such dispute. Submission of these documents must be postmarked before July 15, 2023. All disputes regarding your Workweeks will be resolved and decided by the Parties after you submit evidence to the Settlement Administrator. If the parties do not agree the dispute will be submitted to the Court. The Settlement Administrator's contact information is listed below:

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

HOW TO GET A PAYMENT FROM THE NET SETTLEMENT AMOUNT

6. How can I get a payment?

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

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

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth in the Settlement Agreement Plaintiff and all Class Members who choose to participate in the settlement shall release the "Released Parties" from the "Released Class Claims" for the "Class Period."

The "Released Parties" means Defendant California Roadside Services, LLC as well as its present, former and/or future, officers, directors, employees, members, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, PEOs, temporary agencies, affiliates, predecessors, successors, assigns, as well as well as any individual or entity that could be alleged to be jointly liable with Defendant.

The "Released Class Claims" means all claims, rights, demands, liabilities, and causes of action alleged or that could have been alleged based on the facts asserted in the operative complaint in *Catalan v. California Roadside Services, LLC*, Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC, the First Amended Complaint filed in the same action, and the LWDA Letter during the Class Period including, but not limited to, the following claims: (i) failure to pay all regular wages, minimum wages, overtime wages double time wages due (including, but not limited to, any claims for additional wages owed due to "off the clock" work or any other theory related to "rounding" of hours worked); (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) failure to keep time records; (ix) unfair business practices; (x) failure to maintain required time and payroll records, (xi) failure to pay accrued vacation, and (xii) violation of Business & Professions Code 17200, *et seq.*

The release of these claims pertains to the Class Period from October 16, 2016, through May 31, 2022.

Additionally, upon the funding of the Gross Settlement Amount, the LWDA and State of California shall release the Released Parties from all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 alleged or that could have been alleged based on the facts asserted in the LWDA Letter, in the operative complaint in the action and the First Amended Complaint in the action, including but not limited to civil penalties arising from allegation regarding Defendant's alleged violations of the California Labor Code. The request for exclusion does not apply to the release of claims arising under PAGA and shall have preclusive effect on the LWDA for claims for penalties under PAGA based on the same factual predicate that arose between October 16, 2019 and May 31, 2022 (the "PAGA Period").

EXCLUDING YOURSELF FROM THE RELEASE

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

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this Action similar to the following: I wish to exclude myself from the settlement reached in the matter of *Catalan v. California Roadside Services, LLC*, I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

The written Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by July 15, 2023. You cannot exclude yourself by phone.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185

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

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

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

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

No. (except if you worked for Defendant in California between October 16, 2019 and May 31, 2022, in which case you will still receive for money from the portion of the settlement allocated to resolve claims under the Private Attorneys General Act.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firms' contact information is:

PROTECTION LAW GROUP LLP

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

12. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees of up to \$87,500.00 and reimbursement of litigation cost/expenses of up to \$35,000 from the Gross Settlement Amount. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

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

13. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than July 15, 2023. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on August 11, 2023 and make an objection at that time, regardless of whether you submitted a written objection.

14. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot submit both an objection and Request for Exclusion.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing").

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

The Court will hold the Final Approval Hearing at 9:00 a.m. on August 11, 2023, at the Orange County Superior Court, 751 West Santa Ana Blvd., Santa Ana, California 92701 in Department CX104.

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

If you would like to attend the Final Approval Hearing remotely, you can do so by first accessing the Court's website by typing the following address into your web browser: <https://www.occourts.org/media-relations/civil.html>. Then, click on the orange box containing "Click Here to Appear/Check-In for Civil Small Claims/Limited/Unlimited/Complex Remote Proceedings." Then, click on "Department CXC104 Judge William D. Claster." That will send you the Court's calendar for the hearings scheduled that day. Click the "Check-in" box next to "Catalan vs. California Roadside Services, LLC 30-2020-01165556-CU-OE-CXC."

Then, a prompt will come up asking you "Please enter your information." Enter your name next to "Attendee Name" and the "Attendee Role" will be "Interested Party." You can leave the other fields blank.

Then, click on the blue box containing "Next," which will allow you to review the information you are checking in as. Then, click on the blue box containing "Check-in."

A prompt will come up stating that your "Check-in is complete," and finally click on the blue box containing "No, Attend Zoom Meeting."

16. Do I have to come to the hearing?

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

17. How will I learn if the settlement was approved

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

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Net Settlement Amount, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

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

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

NOTIFICACIÓN DE CONCILIACIÓN PROPUESTA DE DEMANDA COLECTIVA

Catalan contra California Roadside Services, LLC

Tribunal Superior del Condado de Orange, Caso No. 30-2020-01165556-CU-OE-CXC

ESTA ES UNA NOTIFICACIÓN AUTORIZADA POR EL TRIBUNAL. NO ES UNA SOLICITUD.

POR FAVOR LEA ESTA NOTIFICACIÓN CUIDADOSAMENTE.

SUS DERECHOS LEGALES SE VEN AFECTADOS YA SEA QUE ACTÚE O NO ACTÚE.

Para: Todas las personas empleadas actual o anteriormente con California Roadside Services, LLC como empleados no exentos con pago por hora en el estado de California en cualquier momento entre el 16 de octubre de 2016 y el 31 de mayo de 2022.

INFORMACIÓN BÁSICA

1. ¿De qué se trata esta conciliación?

El demandante Miguel Catalan (Demandante), presentó una demanda colectiva contra California Roadside Services, LLC ("Demandado"), titulada *Catalan contra California Roadside Services, LLC*, Tribunal Superior del Condado de Orange Caso No. 30-2020-01165556-CU-OE-CXC, esta fue presentada como una demanda colectiva el 16 de octubre de 2020. La demanda afirma que el demandado violó secciones del Código Laboral de California y el Código de Negocios y Profesiones de California. Específicamente, el demandante alega que el demandado no proporcionó períodos de comida y descanso conformes ni pagó primas de comidas y descansos, no pagó adecuadamente a los empleados horas extras ni pagó salarios mínimos por todo el tiempo trabajado, no proporcionó declaraciones salariales precisas, no pagó oportunamente todos los salarios durante el empleo y todos los salarios adeudados al terminar el empleo, no reembolsó a los empleados los gastos comerciales necesarios, no mantuvo registros precisos y mantuvo prácticas comerciales injustas. La Conciliación también busca cobrar multas de conformidad con la Ley General de Abogados Privados de California ("PAGA"). El demandado niega todas las presuntas violaciones y niega que les deba a los miembros del colectivo ningún recurso. El Tribunal no se ha pronunciado sobre el fondo del asunto.

2. ¿Por qué es una demanda colectiva?

En una demanda colectiva, una o más personas llamadas Representantes del Colectivo (en este caso el Demandante Catalán), demandan en nombre de personas que parecen tener reclamos similares. Todas estas personas son referidas aquí como Miembros del Colectivo. Un tribunal resuelve los problemas para todos los Miembros del Colectivo en una demanda, excepto para aquellos que se excluyen del Colectivo. El Tribunal Superior del Condado de Orange (el "Tribunal") está a cargo de la Demanda.

3. ¿Por qué hay una conciliación?

El Tribunal no ha decidido a favor del demandante o el demandado. En cambio, ambas partes acordaron una conciliación que se hace constar por escrito en la Estipulación Conjunta de la Demanda Colectiva y la Conciliación de la PAGA ("Acuerdo de Conciliación" o "Conciliación").

El 15 de noviembre de 2022, el Tribunal otorgó la aprobación preliminar de la Conciliación, nombró al Demandante Miguel Catalan como Representante del Colectivo y designó a sus abogados en Protection Law Group como Abogados del Colectivo ("Abogado del Colectivo").

El Representante del Colectivo y el Abogado del Colectivo piensan que la Conciliación es lo mejor para el Colectivo.

¿QUIÉN ESTÁ EN LA CONCILIACIÓN?

4. ¿Cómo sé si soy parte de la Conciliación?

Usted es parte de la Conciliación y miembro del Colectivo de Demandantes si fue empleado por el Demandado como empleado no exento pagado por hora en el estado de California en cualquier momento entre el 16 de octubre de 2016 y el 31 de mayo de 2022.

LOS BENEFICIOS DE LA CONCILIACIÓN: LO QUE OBTIENE

5. ¿Qué proporciona la Conciliación?

La conciliación establece que el Demandado pagará un máximo de trescientos treinta y cuatro mil doscientos sesenta y cuatro dólares con veinticuatro centavos (\$334,264.24) ("Monto Bruto de la Conciliación"). Esto incluye todos los costos y honorarios de abogados para los Abogados del Colectivo, así como todos los impuestos sobre la nómina aplicables. El Demandado pagará el Monto Bruto de la Conciliación en treinta y tres (33) cuotas mensuales. La primera cuota se realizó el 31 de mayo de 2022, y la última cuota se realizará el 30 de enero de 2025. A partir de entonces, el Administrador de la Conciliación distribuirá y emitirá su(s) cheque(s) el 7 de febrero de 2025 o alrededor de esa fecha.

El "Monto Neto de la Conciliación" es la parte del monto bruto de la conciliación que estará disponible para su distribución a los Miembros del Colectivo que no presenten solicitudes de exclusión oportunas y válidas ("Miembros del Colectivo de Demandantes Participantes"). El Monto Neto de la Conciliación es el Monto de la Conciliación del Colectivo menos los siguientes montos (que están sujetos a la aprobación del Tribunal):

- A. **Los honorarios a los Abogados del Colectivo** que no deben exceder el treinta y cinco por ciento (35%) del monto bruto de la conciliación u ciento dieciséis mil novecientos noventa y dos dólares con cuarenta y ocho centavos (\$116,992.48)
- B. **Los costos/gastos de litigio para los Abogados del Colectivo** que no deben exceder los treinta y cinco mil dólares y cero centavos (\$ 35,000.00);
- C. **Pago de servicio al Representante del Colectivo** en un monto que no exceda los cinco mil dólares y cero centavos (\$5,000.00);
- D. **Costos de administración de liquidación** que actualmente se estiman en siete mil quinientos dólares y cero centavos (\$7,5 00.00);
- E. **Pago de la PAGA a los miembros de la LWDA y la PAGA** de veinte mil dólares (\$ 20,000). El setenta y cinco por ciento de esta cantidad (\$ 15,000) se pagará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California de conformidad con el Código Laboral de California §2699 y siguientes. El veinticinco por ciento restantes (\$ 5,000) se distribuirán a los miembros de la PAGA que trabajaron para el demandado entre el 16 de octubre, 20 y 19 y el 31 de mayo de 2022, de forma proporcional para la liberación de reclamos que surjan bajo la PAGA.

La porción del Monto Neto de la Conciliación que usted es elegible para reclamar ("Pago de la Conciliación") se determinará de forma *prorrataeda*, en función del número de semanas laborales que trabajó en California como empleado no exento pagado por hora para el Demandado desde el 16 de octubre de 2016 hasta el 31 de mayo de 2022 ("Semanas laborales"). Su pago estimado de la Conciliación incluye tanto su parte estimada del Monto Neto de la Conciliación como, si es elegible, su parte del pago de la PAGA.

Su Pago de la Conciliación se distribuirá como veinte por ciento (20%) salarios, cuarenta por ciento (40%) de intereses, y cuarenta por ciento (40%) de multas. La porción salarial del Pago de la Conciliación estará sujeta a retención para el empleado y se informará en un Formulario W-2. Los impuestos sobre la nómina del lado del empleador se pagarán por separado y además del Monto Bruto de la Conciliación. Las porciones de multas e intereses de cada Pago de la Conciliación no estarán sujetas a ninguna retención y se informarán en un Formulario 1099 del IRS.

Usted trabajó XXX semanas laborales entre el 16 de octubre de 2016 y el 31 de mayo de 2022. Su Pago Estimado de la Conciliación es de \$XXX.XX. El monto de su Pago Estimado de la Conciliación está sujeto

a cambios dependiendo de la cantidad de solicitudes de exclusión oportunas y válidas presentadas, los pagos aprobados por el Tribunal y otros factores potenciales.

Su Pago Estimado de la Conciliación se determinó en función del registro del Demandado de su empleo entre el 16 de octubre de 2016 y el 31 de mayo de 2022, y se presume correcto. Si cuestiona la exactitud en cuanto al número de semanas trabajadas durante el período descrito anteriormente, debe comunicarse con el Administrador de la Conciliación y proporcionar cualquier documentación que tenga que respalde dicha disputa. La presentación de estos documentos debe tener el sello postal antes de 15 de julio de 2023. Todas las disputas relacionadas con sus semanas laborales serán resueltas y decididas por las Partes después de que usted presente pruebas al Administrador de la Conciliación. Si las partes no están de acuerdo, la disputa se someterá al Tribunal. La información de contacto del Administrador de la Conciliación se enumera a continuación:

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

CÓMO OBTENER UN PAGO DEL MONTO NETO DE LA CONCILIACIÓN

6. ¿Cómo puedo obtener un pago?

Usted no tiene que hacer nada para calificar para un pago de su parte de la Conciliación.

7. ¿A qué renuncio si no solicito ser excluido de la Conciliación?

Tras la financiación del Monto Bruto de la Conciliación, a cambio de la contraprestación establecida en el Acuerdo de Conciliación, el Demandante y todos los Miembros del Colectivo que elijan participar en la conciliación liberarán a las "Partes Liberadas" de las "Reclamaciones Colectivas Liberadas" para el "Período del Colectivo".

Las "Partes Liberadas" son el demandado California Roadside Services, LLC, así como sus presentes, anteriores y/o futuros, funcionarios, directores, empleados, miembros, accionistas, agentes, fideicomisarios, representantes, abogados, aseguradores, reaseguradores, compañías matrices, subsidiarias, divisiones, organización profesional de empleadores, agencias temporales, afiliados, predecesores, sucesores, cesionarios, así como cualquier individuo o entidad que pueda alegarse que es responsable conjunta con el Demandado.

Las "Reclamaciones Colectivas Liberadas" quieren decir todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción alegadas o que podrían haberse alegado en base a los hechos afirmados en la demanda operativa en *Catalan contra California Roadside Services, LLC*, Caso del Tribunal Superior del Condado de Orange No. 30-2020-01165556-CU-OE-CXC, la primera queja modificada presentada en la misma demanda, y la carta de la LWDA durante el Período del Colectivo, incluyendo, pero no limitado a, las siguientes reclamaciones: (i) falta de pago de todos los salarios regulares, salarios mínimos, salarios de horas extras salarios de doble tiempo adeudados (incluyendo, pero no limitado a, cualquier reclamo de salarios adicionales adeudados debido a trabajo "fuera de las horas de trabajo" o cualquier otra teoría relacionada con el "redondeo" de las horas trabajadas); (ii) no proporcionar períodos de comida o compensación en lugar de ellos; (iii) la falta de períodos de descanso o compensación en su lugar; (iv) falta de reembolso de los gastos comerciales necesarios; (v) no proporcionar declaraciones salariales completas y precisas; (vi) falta de pago oportuno de los salarios en el momento de la terminación o renuncia; (vii) no proporcionar el pago oportuno de los salarios durante el empleo; (viii) no mantener registros de tiempo; (ix) prácticas comerciales desleales; (x) falta de mantenimiento de los registros de tiempo y nómina requeridos, (xi) falta de pago de vacaciones acumuladas, y (xii) violación del Código de Negocios y Profesiones 17200 y siguientes.

La liberación de estas reclamaciones se refiere al período de la demanda colectiva desde el 16 de octubre de 2016 hasta el 31 de mayo de 2022.

Además, tras la financiación del monto bruto de la conciliación, la LWDA y el Estado de California liberarán a las Partes Liberadas de todas las reclamaciones por sanciones civiles en virtud de la Ley General de Abogados

Privados del Código Laboral de California de 2004 alegadas o que podrían haberse alegado en base a los hechos afirmados en la carta de la LWDA, en la demanda operativa, en la demanda y la primera queja enmendada en la demanda, incluidas, entre otras, las sanciones civiles derivadas de la alegación sobre las presuntas violaciones del Código Laboral de California por parte del Demandado. La solicitud de exclusión no se aplica a la liberación de reclamaciones que surjan bajo PAGA y tendrá efecto preclusivo en la LWDA para reclamos de sanciones bajo la PAGA basados en el mismo predicado fáctico que surgió entre el 16 de octubre de 2019 y el 31 de mayo de 2022 (el "Período de la PAGA").

EXCLUIRSE DE LA LIBERACIÓN

Si desea conservar el derecho de demandar o continuar demandando al Demandado con respecto a las reclamaciones colectivas liberadas, debe presentar una solicitud de exclusión de conformidad con los requisitos establecidos en este documento. Si se excluye, no recibirá el pago del monto neto de la conciliación. Sin embargo, si es elegible, aún recibirá un pago por un monto igual a su parte prorrateada estimada del pago de la PAGA porque la solicitud de exclusión no se aplica a este reclamo.

8. ¿Cómo puedo no participar en la Conciliación?

Para excluirse de la liberación de reclamaciones colectivas, debe presentar una solicitud de exclusión por escrito. Debe incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de seguro social y/o número de identificación de empleado. Su solicitud de exclusión también debe incluir una declaración de que no desea ser incluido en esta demanda similar a la siguiente: Deseo excluirme de la conciliación alcanzada en el asunto Catalan *contra California Roadside Services, LLC*, entiendo que al excluirme, no recibiré dinero de la conciliación de mis reclamos individuales".

La solicitud de exclusión por escrito debe enviarse por correo al Administrador de la Conciliación a la dirección que se indica a continuación, con sello postal de 15 de julio de 2023. No puede excluirse por teléfono.

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P.O. Box 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185

Si solicita ser excluido, no recibirá el pago de ninguna parte del monto neto de la conciliación y no podrá objetar la conciliación. Usted no estará legalmente obligado por la liberación de reclamaciones colectivas.

9. Si no me excluyo, ¿puedo demandar al acusado por lo mismo más adelante?

No. A menos que presente una solicitud de exclusión, renuncia al derecho de demandar al Demandado y a las partes liberadas por las demandas colectivas liberadas. Si tiene una demanda pendiente que involucre reclamos colectivos liberados, hable con su abogado de inmediato.

10. Si me excluyo, ¿puedo obtener dinero de esta conciliación?

No (excepto si trabajó para el demandado en California entre el 16 de octubre de 2019 y el 31 de mayo de 2022, en cuyo caso aún recibirá dinero de la parte de la conciliación asignada para resolver reclamos bajo la Ley General de Abogados Privados). Pero si presenta una solicitud de exclusión oportuna y válida, conserva cualquier derecho que pueda tener para demandar, continuar demandando o ser parte de una demanda diferente contra las partes liberadas por reclamaciones colectivas.

LOS ABOGADOS QUE LE REPRESENTAN

11. ¿Tengo un abogado en este caso?

El Tribunal ha aprobado a PROTECTION LAW GROUP, LLP como Abogado del Colectivo. La información de contacto de las empresas es:

PROTECTION LAW GROUP LLP

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

12. ¿Cómo se pagará a los abogados?

Los Abogados del Colectivo solicitarán al Tribunal que otorgue honorarios de abogados de hasta \$87,500.00 y el reembolso de costos/gastos de litigio de hasta \$35,000 del monto bruto de la conciliación. Estas cantidades están sujetas a la aprobación del Tribunal y el Tribunal puede otorgar cantidades inferiores a estas cantidades.

OBJECCIÓN A LA CONCILIACIÓN

Puede oponerse a la conciliación o a alguna parte de esta.

13. ¿Cómo le digo al Tribunal si no me gusta la conciliación?

Si usted es un Miembro del Colectivo de Demandantes, puede objetar la Conciliación y puede dar razones por las que cree que el Tribunal no debería aprobarla. El Tribunal tendrá en cuenta sus puntos de vista. Para objetar, debe enviar su objeción por correo al Administrador de la Conciliación a más tardar 15 de julio de 2023. Su objeción debe incluir su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social o número de identificación de empleado, y la razón específica de su objeción. También puede asistir a la audiencia de aprobación final el 11 de agosto de 2023 y presentar una objeción en ese momento, independientemente de si presentó una objeción por escrito.

14. ¿Cuál es la diferencia entre objetar y excluirse?

Objetar es simplemente decirle al Tribunal que no le gusta algo de la Conciliación. Puede objetar solo si permanece en el Colectivo. Excluirse a sí mismo es decirle al Tribunal que no desea ser parte de la Conciliación. Si se excluye, no tiene ninguna base para objetar porque el caso ya no le afecta. No puede presentar una objeción y una solicitud de exclusión.

AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL

El Tribunal celebrará una audiencia para decidir si concede la aprobación final de la Conciliación ("Audiencia de aprobación final").

15. ¿Cuándo y dónde decidirá el Tribunal si aprueba la conciliación?

El Tribunal llevará a cabo la Audiencia de Aprobación Final a las 9:00 a.m. el 11 de agosto de 2023, en el Tribunal Superior del Condado de Orange, 751 West Santa Ana Blvd., Santa Ana, California 92701 en el Departamento CX104.

En esta audiencia, el Tribunal considerará si la Conciliación es justa, razonable y adecuada, y determinará si otorga la aprobación final de la Conciliación. Si hay objeciones, el Tribunal las considerará.

Si desea asistir a la Audiencia de Aprobación Final de forma remota, puede hacerlo accediendo primero al sitio web del Tribunal escribiendo la siguiente dirección en su navegador web: <https://www.occourts.org/media-relations/civil.html>. Luego, haga clic en el cuadro naranja que contiene "Haga clic aquí para aparecer/registrarse para reclamos civiles menores/procedimientos remotos limitados/ilimitados/complejos". Luego, haga clic en "Departament CXC104 Judge William D. Claster". Eso le enviará el calendario del Tribunal para las audiencias

programadas para ese día. Haga clic en la casilla "Check-in" junto a "Catalan vs. California Roadside Services, LLC 30-2020-01165556-CU-OE-CXC".

Luego, aparecerá un mensaje pidiéndole "Please enter your information" (Por favor, ingrese su información). Ingrese su nombre junto a "Attendee Name" (Nombre del asistente) y el "Attendee Role" (Rol del asistente) será "Interested Party" (Parte Interesada). Puede dejar los demás campos en blanco.

Luego, haga clic en el cuadro azul que contiene "Next" (Siguiente), que le permitirá revisar la información que está registrando. Luego, haga clic en el cuadro azul que contiene "Check-in".

Aparecerá un mensaje que indica "Check-in is complete" (Check-in está completo) y finalmente haga clic en el cuadro azul que contiene "No, Attend Zoom Meeting." (No, asistir a la reunión de Zoom).

16. ¿Tengo que asistir a la audiencia?

No. Si está de acuerdo con la conciliación, no tiene que venir al Tribunal para hablar sobre ello. Sin embargo, puede asistir. También puede contratar a su propio abogado a su cargo para que asista en su nombre.

17. ¿Cómo sabré si la conciliación fue aprobada?

Se publicará una notificación de sentencia final en el sitio web del Administrador de la Conciliación que se encuentra en www.ilymgroup.com

SI NO HACE NADA

18. ¿Qué pasa si no hago nada en absoluto?

Si no hace nada, recibirá su parte del monto neto de la conciliación y liberará las reclamaciones colectivas. Usted no podrá iniciar una demanda, continuar con una demanda o ser parte de cualquier otra demanda contra el Demandado o las Partes Exoneradas sobre las reclamaciones colectivas liberadas, nunca más.

OBTENER MÁS INFORMACIÓN

19. ¿Cómo puedo obtener más información?

Esta notificación resume la conciliación propuesta. Más detalles están en el Acuerdo de Conciliación. Puede obtener una copia del acuerdo conciliatorio comunicándose con el Administrador de la Conciliación o con el Abogado del Colectivo de demandantes.

¿QUÉ PASA SI MI INFORMACIÓN CAMBIA?

20. ¿Qué pasa si mi información de contacto cambia?

Es su responsabilidad informar al Administrador de la Conciliación de su información actualizada para garantizar la recepción de los pagos de la Conciliación o las comunicaciones relacionadas con este asunto. Puede cambiar o actualizar su información de contacto comunicándose con el Administrador de la Conciliación.

NO DIRIJA NINGUNA PREGUNTA SOBRE LA CONCILIACIÓN O EL LITIGIO AL SECRETARIO DE LA CORTE O AL JUEZ