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Attorneys for Plaintiff and the Class

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

JOE BETANCUR, as an individual and on  
behalf of all others similarly situated,

Plaintiffs,

v.

PRIDE CONVEYANCE SYSTEMS, INC.,  
a California corporation; and DOES 1  
through 50, inclusive,

Defendants.

CASE NO. CU-21-00022

**DECLARATION OF JONATHAN PAUL IN  
SUPPORT OF PLAINTIFF'S MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: April 28, 2025  
Time: 8:30 a.m.  
Dept.: 1

1 I, Jonathan Paul, declare as follows:

2 1. I am the CEO at Xpand Legal (“Xpand”), a class action settlement administrator that  
3 has been retained by the parties to serve as the Settlement Administrator for the settlement in the  
4 above referenced action. Xpand is located in Irvine, California. I am over 21 years of age and am  
5 not a party to this action. I am responsible for supervising the settlement services provided by Xpand  
6 for this matter. The facts set forth herein are true of my own personal knowledge and I am informed  
7 and believe them to be true. If called as a witness, I could and would competently testify thereto.

### 8 **I. EXPERIENCE**

9 2. Xpand specializes in class action notification and claims administration, including  
10 telephone support and web-based support, direct mail services, claims processing, and settlement  
11 fund distribution. Xpand has extensive experience in class action matters, having provided services  
12 in class actions ranging in size from 17 to 350,000 Class Members. Attached hereto as **Exhibit A** is  
13 a true and correct copy of Xpand’s CV, reflecting our primary competencies as they relate to class  
14 action settlement administration.

### 15 **II. OVERVIEW OF XPAND LEGAL’S RESPONSIBILITIES**

16 3. Xpand’s responsibilities in administering the settlement in this action to date have  
17 included the following: (a) Establishing a settlement Qualified Settlement Fund (“QSF”); (b)  
18 Mailing the Settlement Class Notice to Class Members; (c) Securing a post office box to which Class  
19 Members can send Requests for Exclusions, Objections and other communications; (d) Establishing  
20 a toll-free telephone number which provides Class Members with information about the proposed  
21 Settlement; and (e) Establishing and maintaining a settlement administration website, which  
22 provides Class Members with information about the proposed settlement, allows Class Members to  
23 view and to download settlement documents.

### 24 **III. CLASS NOTICE**

25 4. In accordance with the Settlement Agreement, one of Xpand’s primary  
26 responsibilities was to cause the Class Notice to be mailed to all known Class Members by first-  
27 class mail. Xpand received multiple files from Defense Counsel containing 396 records, which  
28 contained the name, address, SSN, employee ID number, email address phone number, Workweeks

1 and Pay Periods for known Class Members. On February 18, 2025, Xpand cleared all discrepancies  
2 and finalized the class list, with calculations. As part of the preparation for mailing, Xpand ran all  
3 396 records with a mailing address through the National Change of Address database (NCOA) and  
4 updated all records prior to mailing. On February 21, 2025, Xpand mailed a Class Notice to all 396  
5 Class Members. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit B**.  
6 As of March 28, 2025, eleven (11) Notices had been returned as undeliverable without a forwarding  
7 address. These records were sent out for skip-tracing, and updated addresses were received for four  
8 (4) records. Xpand promptly re-mailed Notices to those updated addresses. Accordingly, as of March  
9 28, 2025, seven (7) notices remain undeliverable because an updated address could not be located  
10 after conducting a skip-trace.

#### 11 **IV. CLAIMANT COMMUNICATION**

12 5. Xpand established Post Office Box 51570, Irvine, CA 92619 to receive written  
13 communication from Class Members, including correspondence, requests for exclusion or copies of  
14 written objections.

15 6. As of March 28, 2025, Xpand has received zero workweek disputes.

16 7. As of March 28, 2025, Xpand has received one (1) timely request for exclusion.

17 8. As of March 28, 2025, Xpand has received zero objections to the settlement.

18 9. The deadline for requesting exclusions and submit objections is April 7, 2025. Xpand  
19 will be providing a supplemental declaration after the response deadline.

#### 20 **V. TELEPHONE SUPPORT**

21 10. Xpand established a toll-free number to allow Settlement Class Members to call  
22 our agents and answer any questions or request more information

23 11. On February 21, 2025, Xpand activated a toll-free number, 888-557-773, which  
24 allows Class Members to receive information and provide answers about the settlement, and allows  
25 Class Members to request a Class Notice.

26 12. As of March 28, 2025, Xpand has received five (5) phone calls.

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

3 Executed on March 28, 2025, at Laguna Hills, California.

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7 Jonathan Paul  
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## **EXHIBIT “A”**

# XPAND

## ABOUT XPAND

Xpand is a fast-growing legal administration firm. With over 20 years of industry experience, CEO, Jonathan Paul, leverages his subject matter expertise to ensure excellence is at the core of all we do. Starting his legal administration career as a Project Manager, he later advanced into positions such as Senior Vice President at one of the largest administrators in the country and President of Sales & Marketing for a long-standing boutique firm. He now works closely with the project and case teams to ensure best in class processes are followed.

COO, Tiffany Paul, comes with over a decade of experience at one of the largest consumer goods companies in the world. Coupled with the successful launch and scale of her own startups, Tiffany brings creative solutions to a field that has a tendency to be stuck in its ways and has improved dozens of processes during her tenure running legal administration projects.

The case management team has been involved in projects spanning several practice areas, including:

- Data Breach
- Consumer Protection
- Discrimination
- Mass Tort
- PAGA
- Personal Injury
- Product Liability
- Wage and Hour
- ERISA
- Antitrust

## ABOUT OUR STRATEGY

Xpand's taking a fresh look at the processes and procedures that have dominated the legal administration space for decades and quickly finding there is plenty of opportunity to innovate.

We've partnered with industry leaders in HR, IT, printing, telecom, banking, and tax reporting to build solutions that meet the needs of any project. Whether it's a small wage & hour case in need of cost effective administration or a multi-tiered mass tort case in need of sophisticated implementation, Xpand has the solution. We spend the time understanding the clients' needs before deploying the right resources in as quickly as 24 hours, allowing law firms to continue their day to day without disruption.

# XPAND

## ABOUT OUR SERVICES

Xpand is growing quickly and regularly adding services to our repertoire, but currently offers:

- Notification
- Project Management
- Print & Mail
- Call Center
- Legal Advertising
- Website Development
- Forms Processing
- Client Intake
- Address Location
- Data Management
- Qualified Settlement Fund (QSF) Management
- Fund Distribution
- Tax Reporting
- Medical Record Review
- Lien Resolution

## ABOUT OUR EXPERIENCE

Some of the cases Xpand has managed:

- *Ramirez, et al. v. S&E Gourmet Cuts, Inc., Superior Court of California, County of San Bernardino, Case No. CIVSB2201247*
- *Johnson v Investment Concepts, Superior Court of CA, County of San Diego, Case No. 37-2022-00018300-CU-NP-CTL*
- *Chavis v. Grocery Outlet, Superior Court of California, County of Sacramento, Case No. 34-2021-00309003-CU-OE-GDS:*
- *Busby v. Mission Loans, LLC, et al., Superior Court of California, County of Los Angeles, Case No. 23STCV07682*
- *Barton v. United Development Group, Inc., Superior Court of CA County of SD, Case No. 37-2021-00039885-CU-OE-CTL*
- *Fleschert v. Cedars-Sinai Medical Center, Superior Court of California, County of Los Angeles, Case No. 19STCV05681*
- *Cruz, et al. v. Los Compadres Restaurant, Inc., Superior Court of CA, County of Los Angeles*
- *Aguero, et al. v. SR Long Beach FD, et al., Superior Court of CA, County of Los Angeles, Case No. BC650977*
- *Arizmendi v. Diamond Environmental, Superior Court of CA, County of San Diego, Case No. 37-2023-00051655-CU-OE-CTL*
- *Ascencio v. Kumar Hotels, Superior Court of CA, County of Tehama, Case No. 23C1-00020*
- *Betancur v. Pride Conveyance Systems, Inc., Superior Court of CA, County of San Benito, Case No. CU-21-000022*
- *Britton v. Rice Wings, LLC, Superior Court of Washington, County of King at Kent, Case No. 23-2-09301-1 KNT*
- *California Truck Centers, Superior Court for the State of California, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006967*
- *Calkins v. United Security, Superior Court of CA, County of Los Angeles, Case No. 20STCV35391*
- *Clayton v. Soho House, LLC, et al., Superior Court of CA, County of Los Angeles, Case No. 24SMCV02114*
- *Flores v. JR & MRP, Superior Court of CA, County of Los Angeles, Case No. 56-2021-00557205-CU-OE-VTA*

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- *Gatica-Castro v. Specialty Team Plastering, Inc.*, Superior Court of CA, County of Santa Barbara, Case No. 22CV01120
- *Guinto v. C&K Market*, Superior Court of CA, County of Siskiyou, Case No. SCCV-CVCV-2021-964
- *Hawkins, et al. v. Ontel Security Services, Inc.*, Superior Court of CA, County of Stanislaus, Case No. CV-20-005404
- *Horowitz v. Skywest Airlines, Inc.* United States District Court Northern District of CA – San Francisco, Case No, 21-CV-04674-MMC
- *Huffman v. K&M Casinos, Inc.*, Superior Court of CA, County of Sacramento, Case No. 34-2021-00300960
- *Kaiser v. Equity Residencial Management*, Superior Court of CA, County of Los Angeles, Case No. 21STCV42487
- *Lambert v. Dual Diagnosis PAGA*, Superior Court of CA, County of Los Angeles – Spring Street Courthouse, Case No. BC616149
- *Laninovich v. Bear Valley Springs*, Superior Court of CA for the County of Kern, Case No. BCV-21-102750-BCB
- *LaVia v. Curaleaf Holdings, Inc.*, Supreme Court of the State of NY, County of Nassau, Case No. 610309/2024
- *Lopez v. DH Long Point Management LLC*, Superior Court of CA, County of Los Angeles – Spring Street Courthouse, Case No. 21STCV35029
- *Mayorga, et al. v. Qualawash Holding, LLC, et al.*, Superior Court of CA, County of Los Angeles, Case No. 23STCV00914 and 23NWCV00148
- *McLane v. GoPlus Corp*, Superior Court of CA, County of San Bernadino- Civil Division-Complex, Case No. C1VDS1819150
- *Mireles v. Lodi Memorial Hospital*, Superior Court of CA, County of San Joaquin, Case No. STK-CV-UOE-2020-0004458
- *Moreno, et al. v. Infiniti Group, LLC, et al.*, Superior Court of CA, County of San Bernadino, Case No. C1VSB2223551
- *Norfleet v. RevCore Recovery Center*, Supreme Court of the State of New York, Case No. 617754/2023
- *Norris v. CG Hospitality Group, Inc.*, Superior Court of CA, County of Los Angeles, Case No. 23STCV12946
- *Pascual v. Heritage on the Marina*, Superior Court of CA, County of San Francisco, Case No. CGC-23-607790
- *Pipich, et al. v. O'Reilly Auto Enterprises, LLC, et. al.*, United States District Cour for the Southern District of CA, Case No. 3:21-cv-00120-L-JLB
- *Sanchez v. JR Pierce Plumbing*, Superior Court of CA, County of Sacramento, Case No. 34-2021-00300960-CU-OE-GDS
- *Sanchez v. MiTac Information Systems Corp., et al.*, Superior Court of CA, County of Alameda, Case No. 22CV005940
- *Santos v. Replanet Packaging*, Superior Court of CA, County of Tulare, Case No. VCU285878
- *Sim v. Maddox Resources, Inc.*, Superior Court of CA, County of Los Angeles, Case No. 22STCV20798
- *Sorensen v. P.F. Automotive*, Superior Court of CA, County of San Diego, Case No. 37-2023-0025169-CU-OE-CTL
- *Sproul v. IKEA*, Superior Court of CA, County of Kern, Case No. BCV-20-101600
- *Tellez v. Mercy Housing Management*, Superior Court of CA, County of Alameda, Case No. 23CV031003
- *Touch v. Cox Automotive*, United States District Court Eastern District of CA, Case No. 2:23-cv-09145-TLN-CSK
- *Trimmer, et al. v. Barclay Water Management, Inc.*, Supreme Court of the State of New York, New York County, Case No. 653139/24

# XPAND

- *Vasquez v. PJ Farm Labor, Superior Court of CA, County of Kings, Case No. 22C-0382*
- *Wolff v. Enterprise Fleet Management, Inc., Superior Court of CA, County of Los Angeles, Case No. 23STCV16885*
- *Wright v. Home Box Office, Inc., et al, Superior Court of CA, County of Los Angeles, Case No. 21STCV19636*
- Mass Tort: Several medical device, pharmaceutical cases, natural disaster, fire and sexual abuse cases which are confidential.

## **EXHIBIT “B”**

**NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)**

**IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE, INCLUDING A TEMPORARY STAFFING EMPLOYEE, WHO WORKED FOR PRIDE CONVEYANCE SYSTEMS, INC. IN THE STATE OF CALIFORNIA FROM JANUARY 1, 2019, TO MAY 18, 2024, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS-ACTION SETTLEMENT.**

*The San Benito County Superior Court (“Court”) authorized this Notice to be sent by Xpand Legal Consulting (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.*

**DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.**

«FullBarcodeEncoded»  
Xpand ID: «Xpand ID» - «Rec»  
«FirstName» «LastName»  
«Address1» «Address2»  
«City», «State» «Zip»-«ZipDPC3»

**YOU ARE ESTIMATED TO RECEIVE  
APPROXIMATELY  
\$«MERGED\_EstSettAmnt\_CALC»  
THROUGH THIS CLASS ACTION  
SETTLEMENT**

- A former employee, Joe Betancur (“Plaintiff”), has sued Defendant Pride Conveyance Systems, Inc. (“Defendant”) on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

|                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Can DO NOTHING</b>                                                                 | <b>You will receive a payment from the settlement.</b> If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will <b>lose</b> any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you. |
| <b>You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT</b><br><b>(Deadline: April 7, 2025)</b> | <b>If you ask to be excluded from the settlement, you will get no payment from the class portion of the settlement,</b> but you will <b>keep</b> any rights to sue Defendant separately for the same legal claims made in this lawsuit except for claims seeking penalties based on the PAGA (see Released PAGA Claims below). <b>Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.</b><br>However, if you are an “Aggrieved Employee” (defined below) you will still receive a portion of the PAGA penalties even if you exclude yourself.                                                                                                               |

**You Can OBJECT TO THE SETTLEMENT**

**(Deadline: April 7, 2025)**

If you believe that the settlement is unfair, inadequate, or unreasonable, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. **Important: If you object to the settlement, you cannot also ask to be excluded.**

**THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.**

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

**1. Why Should You Read This Notice?**

You should read this Notice because you may be entitled to money from a class action settlement.

**2. What Is This Lawsuit About?**

In the lawsuit, Plaintiff claimed that Defendant failed to: (1) pay wages for work performed off-the-clock, such as loading and unloading trucks; (2) pay overtime and sick pay at the correct regular rate of pay, by not taking into account all non-discretionary pay into the calculation of the regular rate; (3) provide off-duty rest breaks; (4) provide timely and off-duty meal breaks and maintain accurate time records regarding meal breaks; (5) provide accurate itemized wage statements; and (6) pay all wages owed to employees upon separation of employment. Defendant denies the allegations in the lawsuit and denies that it has engaged in any wrongdoing. Further, Defendant does not believe that a class action is appropriate and, in any event, that it has violated the Labor Code in any respect.

**3. Why Is This A Class Action?**

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Joe Betancur), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The San Benito County Superior Court is in charge of the case and has to approve this settlement.

**4. Why Is There A Settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes that he could have won at trial. Defendant believes that Plaintiff would not have won anything. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys for both Plaintiff and Defendant think the settlement is in the best interests of class members.

**5. How Do I Know If I Am Part Of The Settlement?**

The Court has decided that the following individuals are class members: all current and former non-exempt employees, including temporary staffing employees, who have worked for Defendant in California at any time during the Class Period (“Class” or “Class Member”). The Class Period is defined as any time from January 1, 2019, through May 18, 2024.

**6. What Does The Settlement Provide?**

The proposed settlement provides for a cash payment by Defendant of \$600,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located and who do not exclude themselves from the settlement will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement

administration costs not to exceed \$8,500.00; (b) class representative enhancement payment to Plaintiff not to exceed \$15,000.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel's attorneys' fees not to exceed \$210,000.00; (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$50,000.00; and (f) payment of \$60,000.00 for penalties under the Private Attorneys General Act (the "PAGA"), of which 75%, or \$45,000.00, will be paid to the Labor and Workforce Development Agency and 25%, or \$15,000.00, will be allocated to Aggrieved Employees as part of the Net Settlement Amount. **Class Counsel's attorneys' fees and costs and Named Plaintiff's class representative enhancement award remain subject to Court approval.**

By statute, the California Labor and Workforce Development Agency ("LWDA") will receive seventy-five percent (75%) of the PAGA Penalties – *i.e.*, the amount of \$45,000.00. Aggrieved Employees will receive an equal share of the remaining twenty-five percent (25%) of the PAGA Penalties – *i.e.*, the amount of \$15,000.00.

Aggrieved Employees are "all current and former non-exempt employees, including temporary staffing employees, who worked for Defendant in California at any time during the PAGA Period." The PAGA Period is defined as any time from August 16, 2019, through May 18, 2024.

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances. Instead, any unclaimed funds will be transferred to the California State Controller's Office's Unclaimed Property Division under the unclaimed property laws in the names of the individuals who did not cash their checks.

#### 7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of workweeks that you worked during the Class Period. The workweeks worked by all Class Members will be added up ("Workweek Total"). Then, the number of such workweeks you worked will be divided by the Workweek Total and multiplied against the Net Settlement Amount, which will result in your approximate payment amount. Your settlement payment will be allocated as follows for tax purposes: 10% as wages subject to withholdings and payroll deductions and reported on an IRS Form W2; 80% as penalties; and 10% as interest. The interest and penalties are not subject to withholdings and will be reported on an IRS Form 1099.

#### 8. How Do I Get A Payment?

To qualify for payment, you do not need to do anything. The Settlement Administrator will mail you a check approximately 60 days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

#### 9. What If You Believe The Information Is Inaccurate?

If you believe the number of workweeks you worked during the Class Period is inaccurate, you may dispute it by sending a letter to *Betancur v. Pride Conveyance Systems, Inc.*, c/o Xpand Legal Consulting PO Box 51570, Irvine, CA 92619 no later than April 7, 2025. Be sure to include your name, address, telephone number, last four digits of your Social Security number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

#### 10. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims arising during the Class Period that are based on the facts alleged by Named Plaintiff in the lawsuit. Specifically, you will be giving up or "releasing" the claims described below:

**Released Class Claims:** After the Court has approved the settlement, each class member who has not submitted a timely and valid request to be excluded from the settlement will be bound by the approval and judgment, and will thereby release Defendant from the Released Class Claims that arose during the Class Period. The Released Class

Claims are: all class claims that were or could have been asserted based on the facts alleged in the Complaint that arose during the Class Period against Defendant, its owners, officers, directors, shareholders, and employees for:

- a. Failure to pay overtime and minimum wages for off-the-clock work in violation of Labor Code §§ 201-204, 558, 1194, 1197, and 1197.1;
- b. Failure to pay overtime wages based on not paying overtime at the regular rate of pay in violation of Labor Code §§ 201-204, 510, 558, and 1194;
- c. Failure to authorize and permit rest periods in violation of Labor Code § 226.7;
- d. Failure to provide and/or properly record meal periods in violation of Labor Code §§ 226.7, 512, 1174, 1198, and 1199 and the applicable Wage Order;
- e. Failure to pay sick pay wages at the regular rate of pay in violation of Labor Code §§ 201-204, 233, and 246;
- f. Failure to provide accurate wage statements in violation of Labor Code § 226;
- g. Violation of Business & Professions Code § 17200, *et seq.*, arising from the Defendant's failure to pay minimum and overtime for all hours worked, provide off-duty meal and rest periods as required by law, and pay sick pay wages at the regular rate of pay.

In light of the binding nature of a PAGA judgment on non-party employees, if you are an Aggrieved Employee, you will receive your portion of the PAGA Penalties and be bound by the Released PAGA Claims regardless of whether you submit a timely Request for Exclusion.

**Released PAGA Claims:** After the Court has approved the settlement, Aggrieved Employees will release Defendant from the Released PAGA Claims that arose during the PAGA Period. The Released PAGA Claims are: all representative claims for penalties under the PAGA that arose during the PAGA Period against Defendant, its owners, officers, directors, shareholders, and employees that were or could have been asserted based on the facts alleged in the Complaint and in Plaintiff's written notice to the LWDA for violations of Labor Code §§ 201-204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1199, and sections 7 and 11 of the applicable Wage Order.

#### 11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Betancur v. Pride Conveyance Systems* settlement.

Be sure to include your name (including all names used during your employment with Defendant), address, telephone number, last four digits of your Social Security number, and your signature. You must mail your exclusion letter postmarked no later than April 7, 2025, to the Settlement Administrator at *Betancur v. Pride Conveyance Systems, Inc.*, c/o Xpand Legal Consulting PO Box 51570, Irvine, CA 92619. If you submit a timely and valid "opt-out" request, you will no longer be a member of the class and you will not receive any money from the settlement (except for the portion of the PAGA Penalties, if applicable), or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense.

#### 12. If I Don't Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is April 7, 2025. Again, if you exclude yourself from this settlement, you will not get your Individual Class Payment. However, you will still receive your portion of the PAGA Penalties.

### 13. How Do I Object To The Settlement If I Believe It Is Unfair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair, or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

You must object to the proposed settlement in writing. You may also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense, regardless of whether you submitted a timely written objection to the Settlement Administrator.

All objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than April 7, 2025, to the Settlement Administrator at *Betancur v. Pride Conveyance Systems, Inc.*, c/o Xpand Legal Consulting PO Box 51570, Irvine, CA 92619.

### 14. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you think the settlement is unfair, inadequate, or unreasonable. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. If the Court approves the settlement and you are an Aggrieved Employee, you will receive your portion of the PAGA Penalties regardless of whether you object or exclude yourself.

### 15. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Diversity Law Group, P.C. and Hyun Legal, APC, all of which represent the Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

### 16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Class Settlement Amount. Class Counsel will ask for up to \$210,000.00 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$50,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you must make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for Plaintiff up to \$15,000.00 will be paid from the Gross Settlement Amount for Plaintiff's work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

### 17. Notice Of Hearing On Final Approval And Objections To Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Patrick K. Palacios, on April 28, 2025, at 10:30 a.m., in Courtroom 1 of the Superior Court of California for the County of San Benito, located at 450 Fourth Street, Hollister, CA 95023, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not

know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct. Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived the Released Class Claims set forth above.

**18. 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 Class Counsel.

**19. What Is The Contact Information For The Court and Class Counsel?**

The addresses for the Court and Class Counsel are as follows:

| <b>COURT</b>                                                                                   | <b>CLASS COUNSEL</b>                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clerk of Court<br>San Benito County Superior Court<br>450 Fourth Street<br>Hollister, CA 95023 | DIVERSITY LAW GROUP, P.C.<br>Larry W. Lee<br>515 S. Figueroa Street, Suite 1250<br>Los Angeles, CA 90071<br>Telephone: (213) 488-6555<br>Fax: (213) 488-6554<br><br>HYUN LEGAL, APC<br>Dennis Hyun<br>515 S. Figueroa Street, Suite 1250<br>Los Angeles, CA 90071<br>Telephone: (213) 488-6555<br>Fax: (213) 488-6554 |

**WHAT IF I HAVE QUESTIONS?**

**If you have any questions about the settlement, you may contact the Settlement Administrator:**

*Betancur v. Pride Conveyance Systems, Inc.*  
c/o Xpand Legal Consulting  
PO Box 51570  
Irvine, CA 92619  
classaction@xpandlegal.com  
Phone/Fax (888) 557-2773

[www.xpandlegalcase.com/betancur-v-pride-conveyance-systems-inc](http://www.xpandlegalcase.com/betancur-v-pride-conveyance-systems-inc)

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

## **AVISO DE ACUERDO DE DEMANDA COLECTIVA (“AVISO”)**

**SI USTED ES UN EMPLEADO ACTUAL O ANTERIOR NO EXENTO, INCLUIDOS LOS EMPLEADOS DE PERSONAL TEMPORAL, QUE TRABAJÓ PARA PRIDE CONVEYANCE SYSTEMS, INC. EN EL ESTADO DE CALIFORNIA DESDE EL 1 DE ENERO DE 2019 HASTA EL 18 DE MAYO DE 2024, ES POSIBLE QUE PUEDA RECIBIR DINERO PROCEDENTE DE UN ACUERDO DE DEMANDA COLECTIVA.**

*El Tribunal Superior del Condado de San Benito ("Tribunal") autorizó que este Aviso sea enviado por Xpand Legal Consulting ("Administrador del Acuerdo"). Esto no es un anuncio ni una solicitud de representación de un abogado.*

**EL DEMANDADO NO PUEDE TOMAR REPRESALIAS CONTRA USTED NI LAS TOMARÁ DE NINGUNA MANERA POR SU PARTICIPACIÓN EN ESTE ACUERDO.**

«FullBarcodeEncoded»  
Xpand ID: «Xpand ID» - «Rec»  
«FirstName» «LastName»  
«Address1» «Address2»  
«City», «State» «Zip»-«ZipDPC3»

**SE ESTIMA QUE RECIBA  
APROXIMADAMENTE  
\$«MERGED\_EstSettAmnt\_CALC» POR  
ESTE ACUERDO DE DEMANDA  
COLECTIVA**

- Un ex empleado, Joe Betancur ("Demandante"), ha demandado a Pride Conveyance Systems, Inc. ("Demandado") en su propio nombre y en el de todos los demás empleados en situación similar.
- Las partes de la demanda han llegado a un acuerdo y el Tribunal lo ha aprobado de manera preliminar.
- El acuerdo resuelve la demanda.
- Sus derechos legales se ven afectados, independientemente de si actúa o no. Lea este aviso detenidamente.

### **SUS DERECHOS LEGALES Y OPCIONES EN ESTA DEMANDA**

|                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Puede NO HACER NADA</b>                                                                 | <b>Recibirá un pago del acuerdo.</b> Si no hace nada, continúa siendo partícipe en esta demanda y se verá afectado por el resultado de este caso. Recibirá un pago del acuerdo; sin embargo, <b>perderá</b> cualquier derecho a demandar al Demandado por separado por las mismas reclamaciones legales presentadas en la demanda. El monto estimado de su pago del acuerdo se muestra arriba. Para recibir su pago del acuerdo, todo lo que necesita hacer es mantener informado al Administrador del Acuerdo de su dirección postal actual. Una vez que el Tribunal otorgue la aprobación final del acuerdo, el Administrador del Acuerdo enviará su cheque por correo a la dirección que consta en sus registros. |
| <b>Puede SOLICITAR SER EXCLUIDO DEL ACUERDO</b><br><b>(Fecha límite: 7 de abril, 2025)</b> | <b>Si solicita ser excluido del acuerdo, no recibirá ningún pago de la parte colectiva del acuerdo,</b> pero <b>conservará</b> cualquier derecho a demandar al Demandado por separado por las mismas reclamaciones legales presentadas en esta demanda, excepto por las reclamaciones que solicitan sanciones basadas en la PAGA (consulte Reclamaciones de PAGA liberadas a continuación). <b>Importante: No puede solicitar que se le excluya y aun así recibir un pago del acuerdo.</b>                                                                                                                                                                                                                           |

|                                                                            |                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                            | Sin embargo, si usted es un "Empleado Agravado" (definido a continuación), aún recibirá una parte de las sanciones de PAGA, incluso si se excluye.                                                                                                                                                                                                      |
| <b>Puede OBJETAR AL ACUERDO</b><br><b>(Fecha límite: 7 de abril, 2025)</b> | Si cree que el acuerdo no es justo, adecuado o razonable, puede enviar una objeción por escrito al Administrador del Acuerdo antes de la fecha límite. Si su objeción es desestimada, aún estará obligado por los términos del acuerdo y recibirá un pago del acuerdo. <b>Importante: Si se opone al acuerdo, no puede solicitar que se le excluya.</b> |

**ESTOS DERECHOS Y OPCIONES, Y LOS PLAZOS PARA EJERCERLOS, SE EXPLICAN EN ESTE AVISO.**

El Tribunal está a cargo de esta demanda y aún tiene que decidir si aprueba el acuerdo. Los pagos se realizarán si el Tribunal aprueba el acuerdo y después de que se resuelvan las apelaciones, si las hubiera. **Por favor, tenga paciencia.**

**1. ¿Por qué debería leer este Aviso?**

Debe leer este Aviso porque es posible que tenga derecho a recibir dinero de un acuerdo de demanda colectiva.

**2. ¿De qué trata esta demanda?**

En la demanda, el Demandante alegó que el Demandado: (1) no pagó los salarios por el trabajo realizado fuera del horario laboral, como la carga y descarga de camiones; (2) no pagó las horas extras y el pago por enfermedad a la tasa regular correcta de pago, al no tener en cuenta todos los pagos no discrecionales en el cálculo de la tasa regular; (3) no proporcionó descansos fuera de servicio; (4) no proporcionó descansos para comer oportunos y fuera de servicio y no mantener registros de tiempo precisos con respecto a los descansos para comer; (5) no proporcionó estados de salarios detallados y precisos; y (6) no pagó todos los salarios adeudados a los empleados al momento de la separación del empleo. El Demandado niega las acusaciones en la demanda y niega que haya cometido alguna irregularidad. Es más, el Demandado no cree que una demanda colectiva sea apropiada y, en cualquier caso, que haya violado el Código Laboral en ningún aspecto.

**3. ¿Por qué es una demanda colectiva?**

Esta demanda es una demanda colectiva. En una demanda colectiva, una o más personas, llamadas representantes del colectivo (en este caso, Joe Betancur), demandan en nombre de personas que supuestamente tienen reclamaciones similares. Todas estas personas forman un colectivo o son miembros del colectivo. Un caso resuelve los asuntos para todos los miembros del colectivo, excepto para aquellos que se excluyan del colectivo. El Tribunal Superior del Condado de San Benito está a cargo del caso y tiene que aprobar este acuerdo.

**4. ¿Por qué hay un Acuerdo?**

El Tribunal no falló a favor del Demandante o del Demandado. El Demandante cree que podría haber ganado en el juicio. El Demandado cree que el Demandante no habría ganado nada. Sin embargo, no hubo juicio. En cambio, ambas partes llegaron a un acuerdo. De esa manera, evitan el costo de los litigios y las personas potencialmente afectadas obtendrán una compensación. El representante del colectivo y tanto los abogados del Demandante como los del Demandado consideran que el acuerdo es en el mejor interés de los miembros del colectivo.

**5. ¿Cómo sé si formo parte del acuerdo?**

El Tribunal ha decidido que las siguientes personas son miembros del colectivo: todos los empleados actuales y anteriores no exentos, incluidos los empleados de personal temporal, que hayan trabajado para el Demandado en California en cualquier momento durante el Período del Colectivo ("Colectivo" o "Miembro del Colectivo"). El Período del Colectivo se define en cualquier momento desde el 1 de enero de 2019 hasta el 18 de mayo de 2024.

**6. ¿Qué establece el acuerdo?**

El acuerdo propuesto prevé un pago en efectivo por parte del Demandado de \$600,000.00 para resolver completa y definitivamente todas las reclamaciones en la demanda (denominado el "Monto Bruto del Acuerdo"). El monto

total que se distribuirá a los miembros del colectivo que puedan ser localizados y que no se excluyan del acuerdo será el valor del Monto Bruto del Acuerdo después de deducir lo siguiente (el "Monto Neto del Acuerdo"): (a) los costos de administración del acuerdo que no excederán los \$8,500.00; (b) el pago de mejora del representante del colectivo al Demandante que no exceda los \$15,000.00 por su trabajo y esfuerzos en el procesamiento de este caso, y por asumir los riesgos de los costos (en caso de que el resultado de esta demanda no sea favorable); (c) los honorarios de abogados de los Abogados del Colectivo que no excedan los \$210,000.00; (d) los costos y gastos reales del litigio de los Abogados del Colectivo respaldados por una declaración que no excedan los \$50,000.00; y (f) el pago de \$60,000.00 por sanciones bajo la Ley General de Fiscales Privados (la "PAGA"), de los cuales el 75%, o \$45,000.00, se pagará a la Agencia del Desarrollo de la Fuerza Laboral y el 25%, o \$15,000.00, se asignará a los Empleados Agraviados como parte del Monto Neto del Acuerdo. **Los honorarios y costos de los Abogados del Colectivo y la adjudicación de mejora del representante del colectivo del Demandante titular permanecen sujetos a la aprobación del Tribunal.**

Por ley, la Agencia del Desarrollo de la Fuerza Laboral de California ("LWDA") recibirá el setenta y cinco por ciento (75%) de las sanciones de PAGA, es decir, la cantidad de \$45,000.00. Los Empleados Agraviados recibirán una parte equivalente al veinticinco por ciento (25%) restante de las sanciones de PAGA, *es decir*, la cantidad de \$15,000.00.

Los Empleados Agraviados son "todos los empleados actuales y anteriores no exentos, incluidos los empleados de personal temporal, que trabajaron para el Demandado en California en cualquier momento durante el período de PAGA". El Período PAGA se define como cualquier momento desde el 16 de agosto de 2019 hasta el 18 de mayo de 2024.

Ninguna parte del Monto Neto del Acuerdo será devuelta al Demandado bajo ninguna circunstancia. En cambio, los fondos no reclamados se transferirán a la División de Propiedad No Reclamada de la Oficina del Controlador del Estado de California bajo las leyes de propiedad no reclamada a nombre de las personas que no cobraron sus cheques.

7. ¿De cuánto será mi pago?

Su parte estimada del acuerdo se muestra anteriormente y se basa en la cantidad de semanas laborales que trabajó durante el Período del Colectivo. Se sumarán las semanas laborales trabajadas por todos los Miembros del Colectivo ("Total de la semana laboral"). A continuación, la cantidad de semanas laborales que trabajó se dividirá entre el Total de la semana laboral y se multiplicará por el Monto Neto del Acuerdo, lo que dará como resultado el monto aproximado de su pago. Su pago del acuerdo se asignará de la siguiente manera para fines fiscales: el 10% como salarios sujetos a retenciones y deducciones de nómina y se reportarán en un Formulario W2 del IRS; el 80% en concepto de sanciones; y el 10% como interés. Los intereses y sanciones no están sujetos a retenciones y se reportarán en un Formulario 1099 del IRS.

8. ¿Cómo obtengo un pago?

Para calificar para el pago, no necesita hacer nada. El Administrador del Acuerdo le enviará un cheque por correo aproximadamente 60 días después de que el Tribunal dicte una sentencia basada en este acuerdo, pero posiblemente más tarde, dependiendo de si hay alguna apelación de la sentencia dictada por el Tribunal.

9. ¿Qué ocurre si cree que la información no es correcta?

Si cree que el número de semanas laborales que trabajó durante el Período del Colectivo no es correcto, puede disputarlo enviando una carta a *Betancur v. Pride Conveyance Systems, Inc.*, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619 no más tarde del 7 de abril de 2025. Asegúrese de incluir su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social y una declaración de qué y por qué está disputando. Adjunte también una copia de cualquier documentación que desee incluir para respaldar su disputa.

10. ¿A qué estoy renunciando para obtener un pago del acuerdo?

A menos que solicite ser excluido del acuerdo, sigue formando parte del colectivo del acuerdo, y eso significa que no puede demandar, continuar demandando, ni formar parte de ninguna otra demanda contra el Demandado

por cualquier reclamación legal que surja durante el Período del Colectivo que se base en los hechos alegados por el Demandante titular en la demanda. Específicamente, estará renunciando o "liberando" las reclamaciones que se describen a continuación:

**Reclamaciones colectivas liberadas:** Después de que el Tribunal haya aprobado el acuerdo, cada miembro del colectivo que no haya presentado una solicitud oportuna y válida para ser excluido del acuerdo estará obligado por la aprobación y la sentencia y, por lo tanto, liberará al Demandado de las reclamaciones colectivas liberadas que surgieran durante el Período del Colectivo. Las reclamaciones colectivas liberadas son: todas las reclamaciones colectivas que se presentaron o podrían haberse hecho valer basadas en los hechos alegados en la Demanda que surgieran durante el Período del Colectivo contra el Demandado, sus propietarios, funcionarios, directores, accionistas y empleados por:

- a. No pagar los salarios de horas extras y salarios mínimos por el trabajo fuera del horario laboral en violación de los artículos 201-204, 558, 1194, 1197, y 1197.1; del Código Laboral;
- b. No pagar los salarios de horas extras basándose en no pagar las horas extras a la tasa regular de pago en violación de los artículos 201-204, 510, 558, y 1194 del Código Laboral;
- c. No autorizar ni permitir los periodos de descanso en violación del artículo 226.7 del Código Laboral;
- d. No proporcionar ni registrar debidamente los periodos de comida en violación de los artículos 226.7, 512, 1174, 1198 y 1199 del Código Laboral y la Orden de Salarios aplicable;
- e. No pagar los salarios por enfermedad a la tasa regular de pago en violación de los artículos 201-204, 233 y 246 del Código Laboral;
- f. No proporcionar estados de salarios correctos en violación del artículo 226 del Código Laboral;
- g. Violación del artículo 17200, y sig. del Código Comercial y Profesional que surge por parte del Demandado por no pagar el salario mínimo y de horas extras por todas las horas trabajadas, no proporcionar periodos de comida y de descanso fuera del horario laboral requeridos por ley, y no pagar salarios por baja de enfermedad a la tasa normal de pago.

Teniendo en cuenta la naturaleza vinculante de una sentencia de PAGA sobre empleados que no son parte, y si usted es un Empleado Agraviado, recibirá su porción de las penalizaciones PAGA y estará obligado por las Reclamaciones Liberadas de PAGA independientemente de si presenta una Solicitud de Exclusión oportuna.

**Reclamaciones de PAGA Liberadas:** Después de que el Tribunal haya aprobado el acuerdo, los Empleados Agraviados liberarán al Demandado de las Reclamaciones de PAGA Liberadas que surgieran durante el Período de PAGA. Las Reclamaciones de PAGA Liberadas son: todas las reclamaciones representativas de sanciones en virtud de la PAGA que surgieran durante el Período de PAGA contra el Demandado, sus propietarios, funcionarios, directores, accionistas y empleados que se afirmaron o podrían haberse hecho valer basándose en los hechos alegados en la Demanda y en la notificación escrita del Demandante a la LWDA por violaciones de los artículos 201-204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1199 del Código Laboral y los artículos 7 y 11 de la Orden de Salarios aplicable.

|                                   |
|-----------------------------------|
| 11. ¿Cómo me excluyo del Acuerdo? |
|-----------------------------------|

Para excluirse del acuerdo (también conocido como "optar por no participar"), debe enviar una carta al Administrador del Acuerdo comunicando que desea ser excluido del acuerdo *Betancur v. Pride Conveyance Systems*.

Asegúrese de incluir su nombre (incluidos todos los nombres utilizados durante su empleo con el Demandado), dirección, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social y su firma. Debe enviar su carta de exclusión con matasellos del 7 de abril de 2025 a más tardar al Administrador del Acuerdo a *Betancur v. Pride Conveyance Systems, Inc.*, c/o Xpand Legal Consulting, PO Box 51570, Irvine, CA 92619. Si presenta una solicitud de "exclusión" oportuna y válida, ya no será miembro del colectivo y no recibirá ningún dinero del acuerdo (excepto la parte de las sanciones de PAGA, si corresponde), ni podrá objetar al acuerdo, pero no estará legalmente obligado por nada de lo que suceda en esta demanda. Usted conservará

cualquier derecho a demandar (o continuar demandando) al Demandado en el futuro por las mismas reclamaciones legales presentadas en esta demanda, a su propio costo.

12. Si no me excluyo, ¿puedo demandar al Demandado u obtener dinero del Acuerdo?

Si no se excluye del acuerdo, no puede demandar al Demandado por ninguna de las reclamaciones que resuelve este acuerdo. Si tiene una demanda pendiente contra el Demandado, hable con su abogado en ese caso de inmediato. Es posible que tenga que excluirse de este caso para continuar con su propia demanda. Recuerde que la fecha límite de exclusión es el 7 de abril de 2025. Una vez más, si se excluye de este acuerdo, no recibirá su Pago Individual del Colectivo. Sin embargo, aún recibirá su parte de las sanciones de PAGA.

13. ¿Cómo objeto al Acuerdo si considero que es injusto?

Si usted es un miembro del colectivo y no se excluye del acuerdo, puede objetar al acuerdo si considera que el acuerdo no es justo o adecuado. Puede dar las razones por las que crea que el Tribunal no debería aprobar el acuerdo. Si objeta y sigue los procedimientos establecidos en esta sección, su objeción será considerada.

Debe objetar al acuerdo propuesto por escrito. También puede comparecer en la audiencia de aprobación final del acuerdo (consulte la sección 17 a continuación para obtener detalles sobre cuándo se llevará a cabo esta audiencia), ya sea en persona o a través de un abogado a su propio costo, independientemente de si presenta una objeción por escrito a tiempo al Administrador del Acuerdo.

Todas las objeciones deben estar firmadas por usted y deben incluir: (1) su nombre completo, dirección y número de teléfono; (2) una declaración escrita de la base de su objeción; y (3) cualquier copia de papeles, escritos o documentos en los que se base la objeción. Debe enviar su objeción con matasellos del 7 de abril de 2025 a más tardar al Administrador del Acuerdo a *Betancur v. Pride Conveyance Systems, Inc.*, c/o Xpand Legal Consulting PO Box 51570, Irvine, CA 92619.

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

Objetar es simplemente comunicarle al Tribunal que usted piensa que el acuerdo no es justo, adecuado o razonable. Solo puede objetar si permanece en el colectivo. Excluirse, por otro lado, es comunicarle al Tribunal que no desea formar parte del colectivo. Si se excluye, no tiene base para objetar porque el caso ya no le afecta. Sin embargo, si presenta una objeción, aún recibirá los beneficios del acuerdo si el Tribunal lo aprueba. Si el Tribunal aprueba el acuerdo y usted es un Empleado Agraviado, recibirá su parte de las sanciones de PAGA, independientemente de si objeta o se excluye.

15. ¿Tengo un abogado en este caso?

El Tribunal decidió que los bufetes de abogados de Diversity Law Group, P.C. y Hyun Legal, APC, todos los cuales representan al Demandante, también están cualificados para representarlo a usted y a todos los miembros del colectivo. No se le cobrará por estos abogados. Estos bufetes de abogados se denominan "Abogados del Colectivo". Si desea estar representado por su propio abogado, puede contratar uno por su cuenta.

16. ¿Cómo se les pagará a los Abogados del Colectivo y al Representante del Colectivo?

A los abogados del Demandante titular y del colectivo se les pagará del Monto del Acuerdo Colectivo. Los Abogados del Colectivo solicitarán hasta \$210,000.00 en honorarios de abogado y hasta un máximo de \$50,000.00 por costos de litigio reales incurridos, cuyo monto real será determinado por el Tribunal en la Audiencia de Aprobación Final (consulte la sección 17 a continuación para obtener detalles sobre cuándo se llevará a cabo esta audiencia). Los Miembros del Colectivo (como usted) no tienen que pagar los honorarios y costos de los Abogados del Colectivo. **Sin embargo, si decide contratar a su propio abogado, debe hacer sus propios arreglos para compensar a su abogado.**

Si el Tribunal lo aprueba, se pagará un pago de servicio para el Demandante de hasta \$15,000.00 del Monto Bruto del Acuerdo por el trabajo y los esfuerzos del Demandante en el procesamiento de este caso, y por asumir los riesgos de los costos (en caso de que el resultado de esta demanda no sea favorable).

**17. Aviso de audiencia sobre la aprobación final y las objeciones al acuerdo de demanda colectiva.**

El Tribunal ha aprobado de manera preliminar el acuerdo y llevará a cabo una audiencia de aprobación final para decidir si otorga la aprobación final al acuerdo. Esta audiencia se llevará a cabo ante el Honorable Patrick K. Palacios, el 28 de abril de 2025, a las 8:30 a.m., en la Sala 1 del Tribunal Superior de California por el Condado de San Benito, ubicado en 450 Fourth Street, Hollister, CA 95023, para determinar si el acuerdo propuesto es justo, razonable y adecuado, y si debe ser finalmente aprobado por el Tribunal. Si hay objeciones, el Tribunal las examinará. Después de la audiencia, el Tribunal decidirá si aprueba el acuerdo. No sabemos cuánto tiempo tomará esta decisión. La audiencia de aprobación final puede continuar sin previo aviso. El Tribunal podrá aplazar o prorrogar la audiencia de vez en cuando, sin más notificación, según lo disponga el Tribunal.

Una vez que el Tribunal otorgue la aprobación final, el Tribunal dictará sentencia contra el Demandado, y se considerará que todos los miembros del colectivo que no hayan solicitado la exclusión han renunciado a las Reclamaciones colectivas liberadas establecidas anteriormente.

**18. ¿Cómo obtengo más información?**

Este Aviso resume el acuerdo propuesto. En el Acuerdo de Resolución puede encontrar más detalles. Puede obtener una copia del Acuerdo de Resolución poniéndose en contacto con los Abogados del Colectivo.

**19. ¿Cuál es la información de contacto para el Tribunal y los Abogados del Colectivo?**

Las direcciones del Tribunal y de los Abogados del Colectivo se indican a continuación:

| <b>TRIBUNAL</b>                                                                                | <b>ABOGADOS DEL COLECTIVO</b>                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clerk of Court<br>San Benito County Superior Court<br>450 Fourth Street<br>Hollister, CA 95023 | DIVERSITY LAW GROUP, P.C.<br>Larry W. Lee<br>515 S. Figueroa Street, Suite 1250<br>Los Angeles, CA 90071<br>Teléfono: (213) 488-6555<br>Fax: (213) 488-6554<br><br>HYUN LEGAL, APC<br>Dennis Hyun<br>515 S. Figueroa Street, Suite 1250<br>Los Angeles, CA 90071<br>Teléfono: (213) 488-6555<br>Fax: (213) 488-6554 |

**¿SI TENGO ALGUNA PREGUNTA?**

**Si tiene alguna pregunta sobre el acuerdo, puede comunicarse con el Administrador del Acuerdo:**

*Betancur v. Pride Conveyance Systems, Inc.*  
c/o Xpand Legal Consulting  
PO Box 51570  
Irvine, CA 92619  
classaction@xpandlegal.com  
Teléfono/Fax (888) 557-2773

[www.xpandlegalcase.com/betancur-v-pride-conveyance-systems-inc](http://www.xpandlegalcase.com/betancur-v-pride-conveyance-systems-inc)

**POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RESOLUCIÓN.**

**NO SE COMUNIQUE CON EL DEMANDADO, SUS GERENTES O ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DEL ACUERDO.**

# **EXHIBIT “C”**

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

**Case No.: CU-21-000022**

**CLASS ACTION & PAGA SETTLEMENT**

**Important Dates and Deadlines**

Deadline to postmark any Opt-Out: April 7, 2025

Deadline to postmark any Objection: April 7, 2025

Final Approval Hearing: April 28, 2025 at 10:30 a.m. in Dept. 1

**Case Documents**

[Class Notice](#)

[Class Granting Slip](#)

[Settlement Agreement](#)

**Contact Information**

*Betancur v. Pride Conveyance Systems, Inc.* Settlement Administrator:

c/o Xpand Legal Consulting

PO Box 51570

Irvine, CA 92619

Email: [classactions@expandlegal.com](mailto:classactions@expandlegal.com)

Telephone/Fax: (888) 557-2773