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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 FRANCISCO SALOME RENOJ
13 HERNANDEZ, individually and on behalf of
others similarly situated,

14 Plaintiff,

15 vs.

16
17 BALTAZAR CONSTRUCTION, INC., a
California Corporation; and DOES 1 through
18 50, inclusive,

19 Defendants.
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Case No. 21STCV11456

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

Date: June 14, 2023
Time: 10:00 a.m.

Judge: Yvette M. Palazuelos
Dept.: 9

1 I, Nicole Bench, 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 *Hernandez*
6 *v. Baltazar Construction, Inc.* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 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) printing and mailing the
17 *Notice of Proposed Class Action Settlement* in English and Spanish (referred to as “Notice Packet”);
18 (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members’
19 disputes over the number of workweeks Defendant has record of them working during the Class
20 Period, which was pre-printed on their individualized Class Notice; (d) calculating individual
21 settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax
22 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
23 and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the
24 terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the
25 Court orders ILYM Group to perform.

26 4. On November 10, 2022, ILYM Group received the Court approved text for the
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice
28 Packet, which was approved by the Parties’ Counsel and translated into Spanish prior to mailing.

1 5. On November 22, 2022, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, social security number, last known mailing address, and the
3 total number of applicable workweeks worked for each Settlement Class Member. The data file
4 was uploaded to our database and checked for duplicates and other possible discrepancies. The
5 Class List contained 314 individuals with 13,299 class workweeks.

6 6. As part of the preparation for mailing, all 314 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendant was used for the mailing of the Notice Packet.

14 7. On November 30, 2022, the Notice Packet was mailed, via U.S First Class Mail, to
15 all 314 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 26 Notice Packets have been returned to our office.
18 ILYM Group performed a computerized skip trace on the 26 returned Notice Packets, in an effort
19 to obtain an updated address for the purpose of re-mailing the Notice Packet. As a result of this
20 skip trace, 10 updated addresses were obtained and the Notice Packets were promptly re-mailed to
21 those Settlement Class Members, via U.S First Class Mail.

22 9. As of the date of this declaration, a total of 16 Notice Packets have been deemed
23 undeliverable as no updated address was found notwithstanding the skip tracing.

24 10. As of the date of this declaration, ILYM Group has received one request for
25 exclusion from Olga Moreno. The deadline to request exclusion from the Settlement was January
26 30, 2023.

27 11. As of the date of this declaration, ILYM Group has not received any objections to
28 the Settlement. The deadline to file an objection to the Settlement was January 30, 2023.

12. As of the date of this declaration, ILYM Group will report a total of 313 Settlement Class Members, representing 99.68% of the 314 Settlement Class Members.

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

Gross Settlement Amount	\$ 540,000.00
Attorney Fees (35% of GSA)	\$ 189,000.00
Attorney Costs/ Expenses	\$ 14,700.78
Incentive Payment	\$ 5,000.00
ILYM Group Fees	\$ 15,000.00
LWDA	\$ 37,500.00
PAGA Members	\$ 12,500.00
Net Settlement Amount	\$ 266,299.22
<i>Prior Release Payments</i>	<i>\$ 93,000.00 (186 Individuals)</i>
<i>\$500 PMT to CM that didn't receive Prior PMT</i>	<i>\$ 63,500.00 (127 Individuals)</i>
Available Net Settlement Amount	\$ 109,799.22

14. 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. Class Members who received payment from the Prior Release Payments had such amounts credited against their class portion. Based on these calculations, the Settlement Class Members will receive an estimated average gross payment of \$551.91, with the estimated highest gross payment being \$2,806.10, and the estimated lowest gross payment being \$8.26.

15. To determine a PAGA Member's individual settlement award payment, the distribution shall be divided among all PAGA Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each PAGA Member during the PAGA Period, to the total number of Applicable Workweeks worked by all PAGA Members during the PAGA Period. Based on these calculations, the PAGA Members will receive an estimated average payment of \$39.81, with the estimated highest payment being \$265.18, and the estimated lowest payment being \$3.05.

16. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$15,000.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 12th day of April 2023, at Tustin, California.

Nicole Bench
NICOLE BENCH

EXHIBIT “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Francisco Salome Renoj Hernandez v. Baltazar Construction, Inc., et. al

Los Angeles Superior Court, Case No. 21STCV11456

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former non-exempt employees of Baltazar Construction, Inc. who were employed in the State of California at any time from March 24, 2017, to November 13, 2021.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Baltazar Construction, Inc. (“Defendant”) on March 24, 2021. The case is currently pending in the Los Angeles Superior Court, Case No. 21STCV11456 (“Lawsuit”).

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 and associated premium wages, did not properly pay employees all wages owed for 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, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The Lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendant denies all alleged violations and denies 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 the Class Representative (in this case, Francisco Salome Renoj Hernandez, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from March 24, 2017, through November 13, 2021. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On November 10, 2022 the Court granted preliminary approval of the Settlement, appointed Plaintiff Francisco Salome Renoj Hernandez as the Class Representative, and appointed his attorneys at Protection Law Group, LLP 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 employee in the state of California at any time between March 24, 2017, through November 13, 2021.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Five Hundred and Forty Thousand Dollars (\$540,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel. The Gross Settlement Amount also includes the “Prior Release Payments” previously paid by Defendant to Class Members, in the amount of Ninety-One Thousand Five Hundred Dollars (\$91,500.00).

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

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount or One Hundred Eight Nine Thousand Dollars (\$189,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars (\$20,000.00);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars (\$5,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Fifteen Thousand Dollars (\$15,000.00); and
- E. **PAGA Penalties** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$37,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to hourly-paid, non-exempt employees of Defendant in the state of California at any time from March 22, 2020, through November 13, 2021, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from March 24, 2017, through November 13, 2021 (“Workweeks”) and whether you previously entered a settlement with Defendant for the Released Claims.

If you previously entered a settlement with Defendant, the amount you previously received will be subtracted from your estimated share of the Net Settlement Amount. Class Members who did not receive a Prior Release Payment shall be paid, at a minimum, at least \$500.00 more than any Class Member who already received a Prior Release Payment.

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

You worked «Class_Weeks» workweek(s) during the class period. Your estimated Individual Settlement Payment is \$«Est_Settlement_Amount». This amount includes your portion from the Net Settlement Amount (minus any prior settlement payment) and, if eligible, your share of the PAGA Payment. The amount of this payment is subject to change.

This Amount was determined based on Defendant’s record of your employment between March 24, 2017, through November 13, 2021, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by January 30, 2023. All disputes regarding your workweeks will be resolved and

decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

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

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

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

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

Upon the funding of the Class Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiffs and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Claims" for the Class Period.

The "Released Parties" include Defendant Baltazar Construction, Inc., as named by Plaintiff in the operative complaint in the Action, and all of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in this action including the following claims: (i) failure to pay all regular wages, minimum wages, prevailing wages, and overtime wages due; (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) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; and (ix) failure to maintain required payroll records.

This release of claims pertains to the period of March 24, 2017, through November 13, 2021.

All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that are alleged, or reasonably could have been alleged based on the facts and claims, causes of action or legal theories described above in the Released Class Claims or any of the claims, causes of action asserted in the PAGA Notice provided to the LWDA and the legal theories pled in the operative complaint including but not limited to Labor Code sections 210, 226.3, 227.3, 1197.1, 558, and 2699 with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

This release of PAGA claims pertains to the period of March 22, 2020, through November 13, 2021.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the 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 Penalties 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 class action settlement reached in the matter of *Hernandez v. Baltazar Construction, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, postmarked by January 30, 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.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the 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 the Released Parties for the Released Class Claims. If you have a pending Lawsuit involving the Released Class Claims, speak to your lawyer in that Lawsuit immediately.

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

No (except if you worked between March 22, 2020, through November 13, 2021, in which case you will still receive the portion of your Individual Settlement Payment for Released PAGA Claims.). 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 and/or the 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
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$189,000.00 and reimbursement of litigation cost/expenses of up to \$20,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

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

12. How do I tell the Court 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 January 30, 2023. Your objection must be signed and 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 June 14, 2023 and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold the Final Approval Hearing at 10:00 a.m. on June 14, 2023, in Department 9 of the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012.

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

15. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through "LA Court Connect" at <https://www.lacourt.org/lacc/>.

16. How will I learn if the settlement was approved?

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

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a Lawsuit, continue with a Lawsuit, or be part of any other Lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

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 viewing the settlement located on the Settlement Administrator's website at www.ilymgroup.com or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

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

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

AVISO DE ASENTAMIENTO DE DEMANDA COLECTIVA PROPUESTA

Francisco Salome Renoj Hernandez v. Baltazar Construction, Inc., et. al

Corte Superior de Los Ángeles, Numero de Caso 21STCV11456

**ESTE ES UN AVISO AUTORIZADO POR LA CORTE. NO ES UNA SOLICITUD.
POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE.
SUS DERECHOS LEGALES SON AFECTADOS SI USTED ACTÚA O NO ACTÚA.**

Para: Todos los empleados exentos actuales y no actuales de Baltazar Construcción, Inc. quienes fueron empleados en el Estado de California en cualquier momento entre el 24 de marzo, 2017, al 13 de noviembre, 2021.

INFORMACIÓN BÁSICA

1. ¿De qué es el asentamiento?

Una demanda fue iniciada por un antiguo empleado de Baltazar Construcción, Inc. (“Demandado”) el 24 de marzo, 2021. El caso actualmente está pendiente en la Corte Superior de Los Ángeles, Numero de Caso 21STCV11456 (“Demanda”).

Esta Demanda reclama que el Demandado a violado secciones del Código de Labor de California y el Código de Negocios y Profesiones de California. Específicamente, el Demandante alega que el Demandado ha fallado en proporcionar periodos de comida y descanso complacientes y salarios primos asociados, no le pago apropiadamente a empleados todos los salarios durante el empleo y todos los salarios debidos a la terminación del empleo, fallo en reembolsarle a empleados por gastos de negocios necesarios, y mantuvo prácticas de negocios injustas. Este asentamiento también busca recuperar penalizaciones en virtud de la Ley del fiscal general Privado de California (“PAGA”). La Demanda reclama que el Demandado violo el Código de Labor de California y el Código de Negocios y Profesiones de California, autorizando a Miembros de la Colectiva ha, entre otras cosas, daños, penalizaciones y restitución. El Demandado niega todas las violaciones alegadas y niega que ellos le deben cualquier remedio a los Miembros de la Colectiva. La Corte no ha realizado una decisión sobre los méritos del caso.

2. ¿Por qué es esto una demanda colectiva?

En una demanda colectiva, una o más personas llamadas los Representantes de la Colectiva (en este caso, Francisco Salome Renoj Hernandez, también conocido como el “Demandante”), demandan por parte de las personas quienes al parecer han tenido reclamos similares (en este caso todos los empleados actuales y antiguos no exentos o pagados por hora quienes son o fueron empleados por el Demandando en el Estado de California en cualquier momento entre el 24 de marzo, 2017, al 13 de noviembre, 2021). Todas estas personas aquí son referidas como Miembros de la Colectiva. En una demanda colectiva una corte resuelve los temas para todos los Miembros de la Colectiva en una Demanda, excepto para aquellos quienes se excluyen ellos mismos de la Colectiva. La Corte Superior del Condado de Los Ángeles está a cargo de esta demanda colectiva.

3. ¿Por qué hay un asentamiento?

La Corte no hay decidido a favor del Demandante o del Demandado. En cambio, ambas partes han acordado a un asentamiento el cual es conmemorado en la Estipulación Conjunta de la Demanda Colectiva y el Asentamiento PAGA (“Acuerdo” o “Asentamiento”). El 10 de noviembre, 2022 la Corte otorga una aprobación preliminar del Asentamiento, el Demandante asignado Francisco Salome Renoj Hernandez como el Representante de la Colectiva, y ha asignado a sus abogados en Protection Law Group, LLP como los abogados de la Colectiva (“Abogados de la Colectiva”). El Representante de la Colectiva y los Abogados de la Colectiva piensan que el Asentamiento es lo mejor para la Colectiva.

¿QUIÉN ESTÁ EN EL ASENTAMIENTO?

4. ¿Cómo se si yo soy parte del asentamiento?

Usted es parte del Asentamiento, y un Miembro de la Colectiva, si usted fue empleado por el Demandado como un empleado no exento en el Estado de California en cualquier momento entre el 24 de marzo, 2017, al 13 de noviembre, 2021.

LOS BENEFICIOS DEL ASENTAMIENTO – LO QUE USTED OBTIENE

5. ¿Qué es lo que proporciona el asentamiento?

El Asentamiento proporciona que el Demandado pagara un máximo de Quinientos Cuarenta Mil dólares (\$540,000.00) (“Monto del Asentamiento Bruto”). Esto incluye todos los costos y honorarios de abogados para los Abogados de la Colectiva. El Monto del Asentamiento Bruto también incluye los “Pagos de Liberación Previa” previamente pagados por el Demandado hacia los Miembros de la Colectiva, por el monto de Noventa y Uno Mil Quinientos dólares (\$91,500.00).

El “Monto del Asentamiento Neto” es la porción del Monto del Asentamiento de la Colectiva que estará disponible para la distribución de los Miembros de la Colectiva quienes no presentaron a tiempo y solicitudes válidas para la exclusión en cambio de la liberación de sus reclamos de la colectiva. El Monto del Asentamiento Neto es el Monto del Asentamiento de la Colectiva menos los siguientes montos (los cuales son sujetos a la aprobación de la Corte):

- A. Honorarios de Abogados para los Abogados de la Colectiva** no puede exceder 35% del Monto del Asentamiento de la Colectiva o Ciento Ochenta y Nueve Mil dólares (\$189,000.00);
- B. Costos de Litigio/Gastos para los Abogados de la Colectiva** no pueden exceder Veinte Mil dólares (\$20,000.00);
- C. Pagos de Incentivos para el Representante de la Colectiva** en un monto no puede exceder Cinco Mil dólares (\$5,000.00);
- D. Costos de Administración del Asentamiento** los cuales actualmente están estimados de ser Quince Mil dólares (\$15,000.00); y
- E. Penalizaciones PAGA** por el monto de Cincuenta Mil dólares (\$50,000.00) por el asentamiento de reclamos surjan bajo la Ley del fiscal general Privado del 2004 (PAGA). Setenta y Cinco por ciento (75%) de este monto, (\$37,500.00) serán pagados al LWDA. Los restantes veinticinco por ciento (25%) (\$12,500.00) serán distribuidos a empleados no exentos pagados por horas del Demandado en el estado de California en cualquier momento entre el 22 de marzo, 2020, al 13 de noviembre, 2021, para la liberación de sus reclamos surgiendo bajo PAGA. El monto al cual usted es elegible de recibir del asentamiento, su “Pago del Asentamiento Individual” será determinado en base a prorrato, basado en el número de semanas que usted trabajo en California como un empleado no exento pagado por hora para el Demandado entre 24 de marzo, 2017, al 13 de noviembre, 2021 (“Semanas de Trabajo”) y si usted previamente entro al asentamiento con el Demandando para los Reclamos Liberados.

Si usted previamente presento un asentamiento con el Demandado, el monto que usted previamente recibió será restado de su parte estimada del Monto del Asentamiento Neto. Miembros de la Colectiva quienes no recibieron un Pago de Liberación Previa serán pagados, en un mínimo, al menos \$500.00 más que cualquier Miembro de la Colectiva quien ya haya recibido un Pago de Liberación Previa.

Su Pago del Asentamiento Individual será repartido como veinte por ciento (20%) salarios, cuarenta por ciento (40%) interés y cuarenta por ciento (40%) penalizaciones. La porción de salarios del Pago del Asentamiento Individual será sujeto a retención para los impuestos del empleado y será reportado en un Formulario W-2. Los impuestos de paga por parte del empleador serán pagados por separado de y en adición al Monto del Asentamiento de la Colectiva. Las penalizaciones y porciones de interés de cada pago del asentamiento de los miembros de la colectiva no serán sujetas a cualquier retención y serán reportados en un Formulario de Servicio de Rentas Internas 1099.

Usted trabajo «Class_Weeks» semanas de trabajo durante el periodo de la colectiva. Su Pago del Asentamiento Individual estimado es \$«Est_Settlement_Amount». Este monto incluye su porción del Monto del Asentamiento Neto (menos cualquier pago del asentamiento previo) y, si es elegible, su parte del Pago PAGA. El monto de este pago es sujeto a cambios.

Este Monto fue determinado en base al registro del Demandado de su empleo entre el 24 de marzo, 2017, al 13 de noviembre, 2021, y es presumido ser correcto. Si usted disputa la precisión del registro del Demandado sobre el número de semanas laboradas durante el Periodo de la Colectiva, usted debe de contactar al Administrador del Asentamiento y proporcionar cualquier documentación que usted tenga para apoyar tal disputa para el 30 de enero, 2023. Todas las disputas en referente a sus semanas de trabajo serán resueltas y decididas por las Partes o si las Partes no pueden llegar a un acuerdo, la Corte, después de que usted presente evidencia al Administrador del Asentamiento. La información de contacto del Administrador del Asentamiento esta listada abajo:

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

COMO OBTENER UN PAGO DEL ASENTAMIENTO

6. ¿Cómo puedo obtener un pago?

Usted no tiene que hacer nada para calificar para un pago de su porción del asentamiento.

7. ¿Qué es lo que yo estoy renunciando si no solicito ser excluido del Asentamiento?

Sobre el financiamiento del Monto del Asentamiento de la Colectiva, por el cambio de consideración expuesto por el Asentamiento, los Demandantes y todos los Miembros de la Colectiva quienes no presenten una solicitud de exclusión a tiempo liberaran a las “Partes Liberadas” de los “Reclamos Liberados” para el Periodo de la Colectiva.

Las “Partes Liberadas” incluyen al Demandado Baltazar Construcción, Inc., como es nombrado por el Demandante en la queja operativa en la Acción, y a todos sus, presente y/o futuro, directo y/o indirecto, oficiales, directores, miembros, gerentes, empleados, agentes, representantes, abogados, aseguradores, socios, inversionistas, accionistas, administradores, empresas matrices, subsidiarios, afiliados, divisiones, predecesores, sucesores, asignados, y empresarios conjuntos.

Los “Reclamos Liberados” significan que todos los reclamos, derechos, demandas, responsabilidades y causas de la acción que son alegados, o que razonablemente pudieron ser alegados basado en los hechos y reclamos acertados en la queja operativa en esta acción incluyendo los siguientes reclamos: (i) fracaso en pagar todos los salarios regulares, salarios mínimos, salarios predominantes, y salarios debidos de horas adicionales; (ii) fracaso en proporcionar periodos de comida o compensación en su lugar; (iii) fracaso en proporcionar declaraciones de salarios completos y adecuados; (vi) fracaso en pagar salarios a tiempo de terminación o resignación; (vii) fracaso en pagar salarios a tiempo durante empleo; (viii) prácticas de negocio injustas que pudieron ser premisas en los reclamos, causas de acción o teorías legales descritas arriba o cualquiera de los reclamos, causas de acción o teorías legales de alivio alegado en la queja operativa; y (ix) fracaso de mantener registros de nómina requeridos.

Esta liberación de reclamos pertenece al periodo entre el 24 de marzo, 2017, al 13 de noviembre, 2021.

Todos los miembros PAGA serán determinados de haber completamente, finalmente y por siempre liberado, asentado, comprometido, renunciado, y descargado cualquier y todos los reclamos por penalizaciones civiles bajo el Código de Labor de California y la Ley del Fiscal General Privado del 2004 que están alegados, o que razonablemente pudieron ser alegados basado en los hechos y reclamos, causas de acción o teorías legales descritas arriba en los Reclamos Liberados de la Colectiva o cualquiera de los reclamos, causas de acción afirmadas en el Aviso PAGA proporcionadas al LWDA y las teorías legales alegadas en la queja operativa incluyendo pero no limitadas a las secciones del Código de Labor 210, 226.3, 227.3, 1197.1, 558, y 2699 con respeto a todas las Partes Liberadas independientemente si un Miembro de la Colectiva presenta una solicitud para exclusión.

La liberación de reclamos PAGA pertenece al periodo entre el 22 de marzo, 2020, al 13 de noviembre, 2021.

EXCLUIRSE A USTED MISMO DE LA LIBERACIÓN DE RECLAMOS NO PAGA

Si usted quiere mantener el derecho de demandar o continuar demandando al Demandado con respecto a los Reclamos Liberados de la Colectiva, entonces usted debe presentar una solicitud para exclusión en conformidad con los requisitos establecidos. Si usted se excluye a usted mismo, usted no recibirá pago del Monto del Asentamiento Neto. Sin embargo, si es elegible, usted aun así recibirá un pago en un monto igual a su parte estimada a prorratio de las Penalizaciones PAGA porque la Solicitud para Exclusión no aplica para este reclamo.

8. ¿Cómo puedo yo no participar en el Asentamiento?

Para excluirse a usted mismo de la liberación de los Reclamos Liberados de la Colectiva usted debe presentar una solicitud por exclusión escrita. Usted debe incluir su nombre, domicilio, número telefónico y los últimos cuatro dígitos de su número de seguro social y/o el número de Identificación del Empleado. Su solicitud para exclusión debe también incluir una declaración de que usted no desea ser incluido en esta acción similar a lo siguiente: “Yo deseo excluirme a mí mismo del asentamiento de la demanda colectiva en el asunto de *Hernandez v. Baltazar Construcción, Inc.* Yo entiendo que al excluirme a mí mismo no recibiré dinero de la porción de la colectiva del asentamiento.” La solicitud por exclusión escrita debe ser enviada por correo al Administrador del Asentamiento al domicilio listado abajo, matasellada para el 30 de enero, 2023. Usted no se puede excluir a usted mismo por teléfono.

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Si usted pide ser excluido, usted no recibirá pago de cualquier porción del Monto del Asentamiento Neto y usted no puede objetarse al Asentamiento. Usted no será atado legalmente por la liberación de Reclamos Liberados de la Colectiva.

Usted puede demandar al Demandado y/o las Partes Liberadas o continuar cualquier demanda que usted tenga pendiente en contra del Demandado y/o las Partes Liberadas, en referente a los Reclamos Liberados de la Colectiva.

9. ¿Si yo no me excluyo a mí mismo, puedo demandar al Demandado por el mismo asunto después?

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

10. ¿Si yo me excluyo a mí mismo, puedo obtener dinero del asentamiento?

No (excepto si usted trabajo entre el 22 de marzo, 2020, al 13 de noviembre, 2021, en tal caso usted aun recibirá la porción de su Pago Individual del Asentamiento para los Reclamos Liberados de PAGA). Pero si usted presenta una solicitud por exclusión a tiempo y valida, usted retiene cualquier derecho que usted pueda tener para demandar, continuar demandando, o ser parte de una demanda diferente en contra de y/o las Partes Liberadas para los Reclamos Liberados de la Colectiva.

LOS ABOGADOS REPRESENTÁNDOLO A USTED

11. ¿Tengo yo un abogado en este caso?

Esta Corte ha aprobado a PROTECTION LAW GROUP, LLP, como Abogados de la Colectiva. La información de contacto del bufete de abogados es:

PROTECTION LAW GROUP LLP

Heather Davis, Abogada.
Amir Nayebdadash, Abogado.
Carlos Giménez, Abogado.
237 California Street
El Segundo, California 90245
Teléfono: (424) 290-3095
Facsímil: (866) 264-7880

Los Abogados de la colectiva le pedirán a la Corte honorarios de abogados de hasta \$189,00.00 y reembolso costos/gastos de litigio de hasta \$20,000. Estos montos son sujetos a la aprobación de la Corte y la Corte puede otorgar menos de estos montos.

OBJETARSE AL ASENTAMIENTO

Usted puede objetarse al Asentamiento o a parte de este.

12. ¿Cómo le digo a la Corte si no me gusta el asentamiento?

Si usted es Miembro de la Colectiva, usted puede objetarse al Asentamiento y usted puede brindar razones de porque usted piensa que la Corte no debe de aprobarlo. La Corte considerara sus opiniones. Para objetarse, usted deberá de enviar por correo su objeción al Administrador del Asentamiento a más tardar el 30 de enero, 2023. Su objeción debe ser firmada y debe incluir su nombre, domicilio, número telefónico y los últimos cuatro dígitos de su número de seguro social y/o el número de Identificación del Empleado, y la razón específica por su objeción. Usted puede también venir a la Audiencia de Aprobación Final el 14 de junio, 2023 y hacer una objeción en ese momento, independientemente si usted presento una objeción escrita.

13. ¿Cuál es la diferencia entre objetarse y excluirse?

Objetarse es simplemente decirle a la Corte que a usted no le gusta algo sobre el Asentamiento. Usted puede objetarse solamente si usted se queda en la Colectiva. Excluirse a usted mismo es decirle a la Corte que usted no quiere ser parte del Asentamiento. Si usted se excluye a usted mismo, usted no tendrá base para objetarse porque el caso ya no le afecta a usted.

LA AUDIENCIA DE EQUIDAD DE LA CORTE

La Corte realizara una audiencia para decidir si otorga una aprobación final del Asentamiento (“Audiencia de Aprobación Final”). Usted puede asistir, pero no tiene que asistir.

14. ¿Cuándo y dónde decidirá la Corte si aprueba el Asentamiento?

La Corte realizara la Audiencia de Aprobación Final a las 10:00 a.m. el 14 de enero, 2023, en el Departamento 9 de la Corte Superior de Los Ángeles – Juzgado Spring Street, ubicado en 312 N. Spring St. Los Ángeles, CA 90012. En esta audiencia, la Corte considerara si el Asentamiento es justo, razonable, y adecuado, y determinara si otorga la aprobación final del Asentamiento. Si hay objeciones, la Corte las considerara.

15. ¿Tengo yo que asistir a la audiencia?

No. Si usted está de acuerdo con el Asentamiento, usted no tiene que venir a la Corte para hablar sobre ello. Sin embargo, usted puede asistir. Usted también puede retener a su propio abogado a su propio gasto para asistir por usted. Usted puede asistir en persona, pero también puede asistir remotamente si lo desea. Asistencias remotas pueden ser agendadas a través de “LA Court Connect” en <https://www.lacourt.org/lacc/>.

16. ¿Cómo sabre yo si el asentamiento fue aprobado?

Un aviso de la sentencia final será posteoado en la página web del Administrador del Asentamiento ubicada en www.ilymgroup.com.

SI USTED NO HACE NADA

17. ¿Qué pasa si yo no hago nada?

Si usted no hace nada, usted recibirá su parte del Asentamiento, y usted liberará los Reclamos Liberados. Usted no podrá iniciar una Demanda, continuar con una Demanda, o ser parte de cualquier otra Demanda en conta del Demandado y/o la Partes Liberadas sobre los Reclamos Liberados, nunca más. Su Pago Individual del Asentamiento será enviado a usted por correo y se mantendrá valido y negociable por 180 días. Si usted no cobra su cheque del asentamiento dentro de 180 días, los fondos serán transferidos al Controlador del Fondo de Propiedad No Reclamada del Estado de California. Usted entonces podrá reclamar estos fondos de ahí.

OBTENER MÁS INFORMACIÓN

18. ¿Cómo obtengo más información?

Este aviso resume el Asentamiento propuesto. Mas detalles están en el Acuerdo del Asentamiento. Usted puede obtener una copia del Acuerdo del Asentamiento al revisar el asentamiento ubicado en la página web del Administrador del Asentamiento en www.ilymgroup.com o contactando al Administrador del Asentamiento o Abogados de la Colectiva.

¿QUÉ TAL SI MI INFORMACIÓN CAMBIA?

19. ¿Cómo obtengo más información?

Es responsabilidad de usted informarles al Administrador del Asentamiento sobre su información actualizada para asegurar el recibo de los pagos del asentamiento o comunicaciones en referente a este asunto. Usted puede cambiar o actualizar su información de contacto al contactar al Administrador del Asentamiento.

NO DIRIJA CUALQUIER PREGUNTA SOBRE EL ASENTAMIENTO O EL LITIGIO AL ASISTENTE DE LA CORTE O AL JUEZ

Hernandez v. Baltazar Construction, Inc., et. al.

c/o ILYM Group, Inc.

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