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SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF SAN DIEGO

ABEL ESCOBEDO and CHRISTOPHER
CARVER on behalf of themselves, all others
similarly situated, and on behalf of the general
public,

Plaintiffs,

V.

MATHESON TRI-GAS, INC. an unknown business entity; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 37-2020-00044507-CU-OE-CTL

DECLARATION OF YAMI BURNS REGARDING SETTLEMENT NOTICE ADMINISTRATION

Date: October 20, 2023

Time: 8:30 a.m.

Judge: Hon. Ronald F. Frazier

Dept.: C-65

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DECLARATION OF YAMI BURNS

I, Yami Burns, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Escobedo v. Matheson Tri-Gas, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulated Settlement Agreement and Release of Claims (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Pendency of Putative Class Action, Proposed Settlement and Hearing Date for Court Approval* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from December 4, 2016 to July 28, 2022 (“Class Period”) and the number of weeks that each Aggrieved Employee worked during the time period from December 4, 2016 to July 28, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payments to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On March 10, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and

workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained one hundred eighty-six (186) individuals identified as Class Members.

4. On March 13, 2023, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On March 30, 2023, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all one hundred eighty-six (186) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, ten (10) Notices have been returned to Phoenix. None were returned with a forwarding address. For the ten (10) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the ten (10) Notices that were skip traced, seven (7) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, three (3) Notices remain undeliverable since an updated address could not be obtained via skip trace.

8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was June 28, 2023.

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was June 28, 2023.

10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was June 28, 2023.

11. There are one hundred eighty-six (186) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of twenty-five

1 thousand three hundred seventy-one (25,371) Workweeks during the Class Period. Each Workweek
2 is valued at approximately \$16.84.

3 12. The Net Settlement Amount of \$ 430,143.06 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$250,000.00),
5 and Class Counsel costs (\$17,006.94), requested Enhancement Payment to Plaintiffs Christopher
6 Carver and Abel Escobedo (\$10,000.00 each for a total of \$20,000.00), the PAGA Amount
7 (\$25,000.00), and the requested Settlement Administration Costs (\$7,850.00) from the Gross
8 Settlement Amount (\$750,000.00).

9 13. Based upon the calculations stipulated in the Settlement, the highest Individual
10 Settlement Share to be paid is approximately \$5,001.52, while the average Individual Settlement
11 Share to be paid is approximately \$2,312.60. Settlement Class Members will be issued payment of
12 their Individual Settlement Shares subject to reduction for the employee's share of taxes and
13 withholdings with respect to the wages portion of the Individual Settlement Share (the net payment
14 is their "Individual Settlement Payment").

15 14. Additionally, \$25,000.00 of the Gross Settlement Amount has been allocated toward
16 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
17 \$18,750.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
18 or \$6,250.00, of which shall be paid to all current and former hourly non-exempt individuals who
19 are or were employed by Defendant during the PAGA Period. There are one hundred eighty-six
20 (186) Aggrieved Employees who worked a total of twenty-five thousand three hundred seventy-one
21 (25,371) weeks during the PAGA Period. The highest Individual PAGA Payment to be paid is
22 approximately \$72.67, and the average Individual PAGA Payment to be paid is approximately
23 \$33.60.

24 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
25 addition to the Gross Settlement Amount.

26 16. Phoenix's costs associated with the administration of this matter are \$7,850.00. This
27 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
28 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

1 I declare under penalty of perjury of the laws of the State of California that the foregoing is
2 true and correct.
3

4 Executed this 27th day of September 2023, at Orange, California.
5

6 *Yami Burns*
7 YAMI BURNS
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Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ABEL ESCOBEDO and CHRISTOPHER CARVER, on
behalf of themselves, all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

MATHESON TRI-GAS, INC., an unknown business entity;
and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: 37-2020-00044507-CU-OE-CTL

NOTICE OF PENDENCY OF PUTATIVE CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

Judge:	Hon. Ronald F. Frazier
Dept.:	C-65
Action Filed:	December 4, 2020
Trial Date:	Not set

TO: All non-exempt drivers, truck drivers, truck workers, or similar job designations and titles, and all other similarly situated non-exempt employees of Defendant Matheson Tri-Gas, Inc. employed in the State of California from December 4, 2016 through July 28, 2022.

If You Qualify For Inclusion in The Settlement Class And You Wish To Participate In The Settlement And Receive A Settlement Payment, You Are Not Required To Take Any Action.

Please read this notice carefully. If you choose not to participate and would like to be excluded from the settlement or if you choose to object to the terms of the settlement, this notice requires you to submit a request for exclusion or notice of objection on or before June 28, 2023. YOU ARE NOT BEING SUED. If you choose to be excluded from the settlement, you will not receive any settlement funds.

Pursuant to the order of the San Diego County Superior Court, entered on March 3, 2023, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A proposed settlement has been reached between the Parties in the lawsuit identified in the caption above, pending in the San Diego County Superior Court, on behalf of the Settlement Class described above, which has been provisionally certified for purposes of this settlement. Your estimated individual settlement amount is \$1,658.00. This is only an estimate. The final amount may change and is subject to final approval by the Court.

You have received this notice because records indicate you qualify as a member of the Settlement Class. This notice is designed to advise you of how you can participate in the settlement, how you can object to the settlement, and how you can exclude yourself from the settlement.

I. BACKGROUND OF THE CASE

On December 4, 2020, Abel Escobedo (“Escobedo”) filed a class action complaint in the San Diego County Superior Court entitled *Abel Escobedo v. Matheson Tri-Gas, Inc.*, Case No. 37-2020-00044507-CU-OE-CTL, on behalf of himself and a proposed class consisting of allegedly similarly situated individuals currently or formerly employed by *Matheson Tri-Gas, Inc.* (“Matheson” or “Defendant”), in which he asserted claims for: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Accurate, Itemized Wage Statements; (4) Failure to Permit Meal Periods; (5) Failure to Permit Rest Periods; (6) Waiting time penalties; (7) Civil Penalties Under the Private Attorney General Act of 2004; and (8) Unlawful Business Practices. On May 10, 2021, Christopher Carver (“Carver,” and together with Escobedo, “Plaintiffs”) filed a complaint in the matter of *Christopher Carver v. Matheson Tri-Gas, Inc.*, Case No. 37-2021-00020711-CU-OE-CTL in the Superior Court of California, County of San Diego, alleging the following claims: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (6) Failure to Pay All Wages Due at the Time of Termination of Employment; (7) Irregular Pay Periods; (8) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy; and (9) Violation of Unfair Competition Law. That same day, Carver filed a complaint in the matter of *Christopher Carver v. Matheson Tri-Gas, Inc.*, Case No. 37-2021-00020726-CU-OE-CTL in the Superior Court of California, County of San Diego, alleging identical violations of the California Labor Code and seeking civil penalties under the PAGA. These complaints have now been consolidated into a single action. Collectively, the complaints and associated letters to the LWDA constitute the “Litigation.”

Matheson contends the claims in this Litigation are without merit, and disputes all claims for damages, penalties, and other relief. No court has ruled on the merits of the Litigation.

Plaintiffs have vigorously prosecuted this case, and Matheson has vigorously defended it. The Parties have investigated the facts to assess the relative merits of Plaintiffs’ class action and representative claims and Matheson’s defenses to those claims. Plaintiffs’ attorneys (“Class Counsel”) reviewed extensive documents and information produced by Matheson and conducted extensive analysis of the potential damages and claims.

The Parties believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including liability, and the amount of damages or penalties, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, the Parties believe that the proposed settlement is fair, reasonable and adequate.

The Parties have entered into a Class Action Settlement Agreement which has been granted preliminary approval by the Court. The Agreement provisionally certifies the Settlement Class for purposes of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

Plaintiffs and Class Counsel support this settlement. Among the reasons given for support include the risk that class certification could be denied, the inherent risk of trial on the merits, and the delays associated with litigation, including appeals.

The settlement provides for the following:

A. Gross Fund Value Amount: Defendant will pay \$750,000.00 to settle the Litigation. The \$750,000.00 Gross Fund Value Amount shall consist of the following elements: (a) Class Counsel's Attorney's Fees; (b) Litigation Expenses; (c) Class Representative Service Award; (d) Settlement Administration Expenses; (e) PAGA Payment to the California Labor and Workforce Development Agency; and (f) Net Fund Value Amount. Each of these components is described below.

B. Class Counsel's Attorney's Fees: Class Counsel anticipates requesting an attorney fee award of not more than one-third of the Gross Fund Value Amount, subject to court approval, which shall be paid from the Gross Fund Value Amount.

C. Litigation Costs: Class Counsel anticipates requesting an award of no more than \$20,000.00 subject to court approval, as reimbursement for litigation costs, which shall be paid from the Gross Fund Value Amount.

D. Class Representative Service Award: Plaintiffs anticipate requesting a service award of no more than \$10,000.00 each, subject to court approval, for their role serving as Class Representative, which shall be paid from the Gross Fund Value Amount.

E. Private Attorneys General Act (PAGA) Allocation: The Parties have designated \$25,000.00 of the Gross Fund Value Amount as representing the recovery of civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. Of this amount, 75% (\$18,750.00) will be paid to the California Labor and Workforce Development Agency (LWDA), and the remaining 25% (\$6,250.00) shall become part of the Net Fund Value Amount available for distribution to members of the Class.

F. Settlement Administration Expenses: The Parties have selected, and the court has approved Phoenix Class Action Settlement Administration Solutions ("Phoenix") to administer the settlement. Upon final approval, Class Counsel will request that the court approve a payment to Phoenix to cover its fees and costs associated with giving notice to the Class, administering and disbursing the Net Settlement Fund, and other activities required to administer the settlement. The Parties estimate that the payment to Phoenix will be approximately \$10,000, which shall be paid from the Gross Fund Value Amount.

G. Net Fund Value Amount: The Net Fund Value Amount consists of all funds remaining from the Gross Fund Value Amount after subtraction of court-approved Class Counsel's Attorney's Fees, Litigation Costs, Class Representative Service Award, PAGA Payment to the LWDA, and Settlement Administration Expenses. The Net Fund Value Amount will be distributed to the Settlement Class as described below.

H. Class Defined: "Class" means "All non-exempt drivers, truck drivers, truck workers, or similar job designations and titles, and all other similarly situated non-exempt employees of Defendant Matheson Tri-Gas, Inc. employed in the State of California from December 4, 2016 through July 28, 2022."

I. Settlement Class Defined: "Settlement Class" – means all those persons who are members of the Class and who have not properly and timely excluded themselves ("opted out") from the Litigation.

J. Settlement Period Defined: "Settlement Period" – means December 4, 2016 through July 28, 2022.

K. Allocation of Net Fund Value Amount Among Settlement Class Members: Each Settlement Class Member shall be entitled to a portion of the Net Settlement Fund which will be allocated proportionally based on the amount of weeks worked by each Settlement Class Member during the Settlement Period in proportion to the total number of weeks worked by all Participating Class Members during the Settlement Period.

L. Tax Treatment of Payments to Settlement Class Members: All Individual Settlement Payments made to Participating Class Members under this Agreement shall be allocated one-third wages, one-third penalties, and one-third interest. The Claims Administrator shall deduct from each Individual Settlement Payment all employee portions of payroll taxes from the amount allocated to wages. Those Individual Settlement Payments shall be treated by the parties as wages, subject to withholding and reporting on a Form W-2. Participating Class Members shall report such Individual Settlement Payments as wages received. No part of the Individual Settlement Payments shall be classified as a penalty or allocated to a penalty for purposes of Section 62(f) of the Internal Revenue Code of 1986, but rather shall be classified as wages. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of his or her Settlement Payment or Class Representative Service Award. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as a Settlement Class Member are represented by Plaintiffs and Class Counsel. Unless you opt out of the Settlement Class, you are a part of the Settlement Class, you will receive your settlement share, be bound by the terms of the settlement agreement and any final judgment that may be entered by the court, and you will be deemed to have released certain claims against Matheson as described below. Class Counsel will be seeking court approval for payment for its fees and litigation costs from the Gross Fund Value Amount. Accordingly, as a member of the Settlement Class you will not be individually responsible for the payment of attorney's fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and costs.

A. Participating in the Settlement

If You Qualify For Inclusion In The Settlement Class And You Wish To Participate In The Settlement, You Are Not Required To Take Any Action. If the court grants final approval to the settlement and you qualify as a Settlement Class Member, you will receive a Settlement Payment based on the calculations described above. Your estimated individual settlement amount is \$1,658.00, which is based on Defendant's records showing you worked 97 workweeks during the Settlement Period. This is only an estimate. The final amount may change and is subject to final approval by the Court. You will also be bound by the terms of the settlement and will release Defendant and all related or affiliated entities from any and all claims that you may have based on the allegations in the lawsuit.

B. Objecting to the Settlement

If you would like to challenge any of the settlement terms you can object to the settlement before final approval. However, if the Court rejects your objection you will still be bound by the terms of the settlement unless you seek exclusion, as described below. To object, you must mail a written objection entitled "Class Member Objection" by June 28, 2023 to:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
<https://www.phoenixclassaction.com/escobedo-v-matheson-tri-gas/>

Any Class Member Objection shall state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, telephone number, and the dates of your employment as a qualified member of the Settlement Class defined above. To be valid and effective, any Class Member Objection to approval of the settlement must be mailed to the Settlement Administrator no later than June 28, 2023. **DO NOT TELEPHONE THE COURT.**

Objectors who want to appear at the final fairness/approval hearing must state the intention to do so at the time of submitting the written objection(s). The final fairness hearing at which the court will adjudicate any objections and be asked to approve the settlement will be on October 20, 2023 at 8:30 a.m. in Department C-65 of the San Diego County Superior Court, or such other, later date as the court may authorize.

C. Excluding Yourself from the Settlement

If you qualify for inclusion in the Class but you do not wish to participate in the settlement, you may exclude yourself (i.e., "opt-out") by submitting a letter requesting exclusion. Your letter must be signed by you personally and must clearly state: (1) your name, address, telephone number, the last four digits of your social security number, and the dates of your employment; and (2) your wish to be excluded from the Settlement Class. **Your letter requesting exclusion must be hand-delivered or postmarked on or before June 28, 2023, and mailed to:**

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
<https://www.phoenixclassaction.com/escobedo-v-matheson-tri-gas/>

Any person who timely submits a letter following the procedures above to request exclusion from the Class shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the settlement, may not object to the settlement, and shall receive no payment or benefits from the settlement. Any such person will not have been deemed to have released any claims he or she may have against Defendant by and through this litigation.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

Upon the Court's final approval of the class settlement and entry of final judgment, each Class Member shall be deemed have released and discharged each Defendant and all of its former and present parents, and affiliates, and their officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns or legal representatives from any and all claims that were asserted and that could have been asserted based on the facts contained in the Complaint filed in this Action and which were included leading up to and during mediation, including without limitation to, any and all alleged claims for unpaid wages, unpaid minimum wages, unpaid overtime, regular rate compensation, unpaid meal or rest break premiums, itemized wage statement penalties, unreimbursed business expenses, failure to provide requisite writings, waiting time penalties under the California Labor Code and Business & Professions Code (including Section 17200 *et seq.*); claims for penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 *et seq.*); claims for restitution and other equitable relief, liquidated damages, or penalties in their positions as Settlement Class Members during the Settlement Period.

V. FINAL SETTLEMENT APPROVAL HEARING

The court will hold a hearing in Department C-65 of the San Diego County Superior Court, 330 West Broadway, San Diego, CA 92101, on October 20, 2023 at 8:30 a.m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Attorney's Fees and Litigation Costs, and the Class Representative Service Awards to be paid to the Class Representatives. Class Counsel's application for attorney's fees and reimbursement of expenses will be on file with the Court no later than 16 court days before this hearing and will be available for review after that date.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing unless you have timely submitted an objection.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you are referred to the detailed Stipulated Settlement Agreement and Release of Claims, which is on file with the Clerk of the Superior Court. The pleadings and other records in this litigation including the Class Action Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court, or by contacting Class Counsel below:

CLASS COUNSEL:

Arthur R. Botham, Jr.
Law Offices of Arthur R. Botham, Jr., A Law Corporation
2169 First Avenue
San Diego, California 92101
Phone: (619) 358-9738
Fax: (619) 393-0103

Zachary T. Tyson
Law Office of Zachary T. Tyson ALC
2169 First Avenue
San Diego, California 92101
Phone: (619) 237-9292

David Mara
Matthew Crawford
Mara Law Firm, PC
2650 Camino Del Rio North, Suite 205
San Diego, CA 92108
Phone: (619) 234-2833
Fax: (619) 234-4048

COUNSEL FOR DEFENDANT:

Lindsay E. Hutner
Sam Hyde
Greenberg Traurig, LLP
101 Second Street, Suite 2200
San Francisco, CA 94105
Tel: (415) 655-1300/Fax: (415) 707-2010

DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE SAN DIEGO

ABEL ESCOBEDO y CHRISTOPHER CARVER, en nombre propio, en nombre de todos los demás en situación similar y en nombre del público en general,

Demandantes,

v.

MATHESON TRI-GAS, INC., una entidad comercial desconocida; y Asociados, inclusive,

Demandados.

CASO N° : 37-2020-00044507-CU-OE-CTL

AVISO DE PENDENCIA DE LA DEMANDA COLECTIVA PUTATIVA, PROPUESTA DE ACUERDO Y FECHA DE LA AUDIENCIA PARA LA APROBACIÓN DEL TRIBUNAL

Juez: Hon. Ronald F. Frazier
Dpto: C-65
Acción archivada: 4 de diciembre de 2020
Fecha del juicio: No fijada

A: Todos los conductores no exentos, camioneros, trabajadores de camiones o designaciones y títulos de trabajo similares, y todos los demás empleados no exentos en situación similar del demandado Matheson Tri-Gas, Inc. empleados en el estado de California desde el 4 de diciembre de 2016 hasta el 28 de julio de 2022.

Si reúne los requisitos para ser incluido en el grupo del acuerdo y desea participar en el acuerdo y recibir un pago del mismo, no está obligado a realizar ninguna acción.

Le rogamos que lea atentamente este aviso. Si decide no participar y le gustaría ser excluido del acuerdo o si decide objetar a los términos del acuerdo, esta notificación requiere que presente una solicitud de exclusión o notificación de objeción el 28 de junio de 2023 o antes. USTED NO SERÁ DEMANDADO. Si decide ser excluido del acuerdo, no recibirá ningún fondo del acuerdo.

De conformidad con la orden del Tribunal Superior del Condado de San Diego, dictada el 3 de marzo de 2023, POR LA PRESENTE SE LE NOTIFICA LO SIGUIENTE: Se ha alcanzado un acuerdo propuesto entre las Partes en la demanda identificada en el encabezamiento anterior, pendiente ante el Tribunal Superior del Condado de San Diego, en nombre del Grupo del Acuerdo descrito anteriormente, que ha sido certificado provisionalmente a efectos de este acuerdo. El importe estimado de su acuerdo individual es \$1,658.00. Esto es sólo una estimación. La cantidad final puede cambiar y está sujeta a la aprobación final del Tribunal.

Ha recibido este aviso porque los registros indican que reúne los requisitos para ser miembro del grupo de demandantes del acuerdo. Este aviso está diseñado para informarle sobre cómo puede participar en el acuerdo, cómo puede objetar al acuerdo y cómo puede excluirse del acuerdo.

I. ANTECEDENTES DEL CASO

El 4 de diciembre de 2020, Abel Escobedo ("Escobedo") presentó una demanda colectiva en el Tribunal Superior del Condado de San Diego titulada *Abel Escobedo contra Matheson Tri-Gas, Inc.*, Caso No. 37-2020-00044507-CU-OE-CTL, en su nombre y en nombre de una clase propuesta que consiste en individuos supuestamente en situación similar actualmente o anteriormente empleados por *Matheson Tri-Gas, Inc.* ("Matheson" o "Demandado"), en la cual hizo valer reclamaciones por: (1) Incumplimiento en el pago del salario mínimo; (2) Incumplimiento en el pago del salario por horas extras; (3) Incumplimiento en la entrega de declaraciones salariales precisas y desglosadas; (4) Incumplimiento en la concesión de periodos de comida; (5) Incumplimiento en la concesión de periodos de descanso; (6) Sanciones por tiempo de espera; (7) Sanciones civiles en virtud de la Ley del Fiscal General Privado de 2004; y (8) Prácticas comerciales ilícitas. El 10 de mayo de 2021, Christopher Carver ("Carver", y junto con Escobedo, "Demandantes") presentó una demanda en el asunto *Christopher Carver contra Matheson Tri-Gas, Inc.*, Caso No. 37-2021-00020711-CU-OE-CTL en el Tribunal Superior de California, Condado de San Diego, alegando las siguientes reclamaciones: (1) Incumplimiento en el pago de todos los salarios por tiempo regular; (2) Incumplimiento en el pago de todos los salarios por horas extra; (3) Incumplimiento en la provisión de periodos de comida; (4) Incumplimiento en la autorización y permiso de periodos de descanso; (5) Incumplimiento consciente e intencionado en el cumplimiento de las disposiciones de las declaraciones salariales detalladas de los empleados; (6) Incumplimiento del pago de todos los salarios adeudados en el momento del cese de la relación laboral; (7) Periodos de pago irregulares; (8) Incumplimiento de la política de baja por enfermedad/tiempo libre remunerado; y (9) Violación de la ley de competencia desleal. Ese mismo día, Carver presentó una demanda en el asunto de *Christopher Carver contra Matheson Tri-Gas, Inc.*, Caso n° 37-2021-00020726-CU-OE-CTL en el Tribunal Superior de California, Condado de San Diego, alegando idénticas violaciones del Código Laboral de California y solicitando sanciones civiles en virtud de la PAGA. Estas quejas se han consolidado ahora en una sola acción. Colectivamente, las demandas y las cartas asociadas a la LWDA constituyen el "Litigio".

Matheson sostiene que las reclamaciones en este Litigio carecen de fundamento, y disputa todas las reclamaciones por daños y perjuicios, sanciones y otras compensaciones. Ningún tribunal se ha pronunciado sobre el fondo del Litigio.

Los Demandantes han enjuiciado enérgicamente este caso y Matheson lo ha defendido enérgicamente. Las Partes han investigado los hechos para evaluar los méritos relativos de las demandas colectivas y representativas de los Demandantes y las defensas de Matheson a dichas demandas. Los abogados de los demandantes ("Abogados del grupo") revisaron una gran cantidad de documentos e información producida por Matheson y llevaron a cabo un extenso análisis de los daños y reclamaciones potenciales.

Las Partes creen que un procedimiento ulterior en este caso, incluyendo un juicio y probables apelaciones, sería muy costoso y prolongado. Nadie puede predecir con seguridad cómo se resolverían en última instancia las diversas cuestiones jurídicas en litigio, incluida la responsabilidad, y la cuantía de los daños o sanciones, en su caso. Por lo tanto, tras una cuidadosa consideración de todos los hechos y circunstancias de este caso, las Partes creen que el acuerdo propuesto es justo, razonable y adecuado.

Las Partes han celebrado un Acuerdo de Conciliación de Demanda Colectiva al que el Tribunal ha concedido su aprobación preliminar. El Acuerdo certifica provisionalmente la Clase del Acuerdo a efectos de este acuerdo.

II. RESUMEN DEL ACUERDO PROPUESTO

Los demandantes y los abogados del grupo apoyan este acuerdo. Entre las razones aducidas para el apoyo se incluyen el riesgo de que se deniegue la certificación del grupo, el riesgo inherente de un juicio sobre el fondo y los retrasos asociados a los litigios, incluidas las apelaciones.

El acuerdo prevé lo siguiente:

A. Importe bruto del valor del fondo: El Demandado pagará \$750,000.00 para resolver el Litigio. El Monto del Valor Bruto del Fondo de \$750,000.00 consistirá en los siguientes elementos: (a) Honorarios de los Abogados de la Clase; (b) Gastos del Litigio; (c) Compensación por Servicios del Representante de la Clase; (d) Gastos de Administración del Acuerdo; (e) Pago PAGA a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California; y (f) Monto Neto del Valor del Fondo. Cada uno de estos componentes se describe a continuación.

B. Honorarios del Abogado del Grupo: Los Abogados del Grupo prevén solicitar una indemnización por honorarios de abogado no superior a un tercio del Importe del Valor Bruto del Fondo, sujeto a la aprobación del tribunal, que se pagará con cargo al Importe del Valor Bruto del Fondo.

C. Costos del litigio: Los Abogados del Grupo prevén solicitar una indemnización de no más de \$20,000.00, sujeta a la aprobación del tribunal, en concepto de reembolso de los costes del litigio, que se pagarán con cargo al Importe Bruto del Valor del Fondo.

D. Adjudicación por servicios del representante del grupo: Los Demandantes prevén solicitar una compensación por servicios de no más de \$10,000.00 cada uno, sujeta a la aprobación del tribunal, por su papel como Representante del Grupo, que se pagará con cargo al Importe del Valor Bruto de los Fondos.

E. Asignación de la Ley de Abogados Generales Privados (PAGA): Las Partes han designado \$25,000.00 del Monto del Valor Bruto del Fondo como representación de la recuperación de sanciones civiles de conformidad con la Ley de Abogados Generales Privados del Código Laboral de 2004. De esta cantidad, el 75% (\$18,750.00) se pagará a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (LWDA), y el 25% restante (\$6,250.00) formará parte del Monto del Valor Neto del Fondo disponible para su distribución a los miembros de la Clase.

F. Gastos de Administración del Acuerdo: Las Partes han seleccionado y el tribunal ha aprobado a Phoenix Class Action Settlement Administration Solutions ("Phoenix") para administrar el acuerdo. Tras la aprobación final, los Abogados del Grupo solicitarán que el tribunal apruebe un pago a Phoenix para cubrir sus honorarios y costes asociados con la notificación al Grupo, la administración y el desembolso del Fondo Neto del Acuerdo y otras actividades necesarias para administrar el acuerdo. Las Partes estiman que el pago a Phoenix será de aproximadamente \$10,000, que se abonarán con cargo al Importe Bruto del Valor del Fondo.

G. Importe del Valor Neto de los Fondos: El Monto del Valor Neto del Fondo consiste en todos los fondos restantes del Monto del Valor Bruto del Fondo después de restar los Honorarios de los Abogados del Grupo aprobados por el tribunal, los Costos del Litigio, la Compensación por Servicios del Representante del Grupo, el Pago PAGA a la LWDA y los Gastos de Administración del Acuerdo. El Importe del Valor Neto del Fondo se distribuirá a la Clase del Acuerdo como se describe a continuación.

H. Definición de la Clase: "Clase" significa "Todos los conductores no exentos, camioneros, trabajadores de camiones, o designaciones y títulos de trabajo similares, y todos los demás empleados no exentos en situación similar del Demandado Matheson Tri-Gas, Inc. empleados en el Estado de California desde el 4 de diciembre de 2016 hasta el 28 de julio de 2022".

I. Definición de la Clase del Acuerdo: "Clase del Acuerdo" - significa todas aquellas personas que sean miembros de la Clase y que no se hayan excluido ("optado por excluirse") del Litigio de forma adecuada y oportuna.

J. Definición del Periodo de Liquidación: "Periodo de liquidación": significa del 4 de diciembre de 2016 al 28 de julio de 2022.

K. Asignación del Monto del Valor Neto del Fondo entre los Miembros de la Clase del Acuerdo: Cada Miembro del Grupo del Acuerdo tendrá derecho a una parte del Fondo Neto del Acuerdo que se asignará proporcionalmente en función de la cantidad

de semanas trabajadas por cada Miembro del Grupo del Acuerdo durante el Periodo del Acuerdo en proporción al número total de semanas trabajadas por todos los Miembros del Grupo Participantes durante el Periodo del Acuerdo.

L. Tratamiento Fiscal de los Pagos a los Miembros del Grupo del Acuerdo: Todos los Pagos Individuales del Acuerdo realizados a los Miembros del Grupo Participantes en virtud del presente Acuerdo se asignarán en un tercio a salarios, en un tercio a sanciones y en un tercio a intereses. El Administrador de Reclamaciones deducirá de cada Pago Individual del Acuerdo todas las partes correspondientes a los empleados de los impuestos sobre nóminas de la cantidad asignada a salarios. Dichos Pagos Individuales del Acuerdo serán tratados por las partes como salarios, sujetos a retención y declaración en un Formulario W-2. Los Miembros del Grupo participantes deberán declarar dichos Pagos Individuales del Acuerdo como salarios percibidos. Ninguna parte de los Pagos Individuales del Acuerdo se clasificará como sanción ni se asignará a una sanción a los efectos de la Sección 62(f) del Código de Rentas Internas de 1986, sino que se clasificará como salario. Cada Miembro del Grupo del Acuerdo será responsable de remitir a las autoridades fiscales estatales y/o federales cualquier impuesto aplicable que pueda adeudarse sobre la parte de su Pago del Acuerdo o Adjudicación por Servicio del Representante del Grupo. El Administrador del Acuerdo reportará toda la información requerida a las autoridades fiscales apropiadas con respecto a todos los pagos realizados de conformidad con este Acuerdo.

III. ¿CUÁLES SON SUS DERECHOS COMO MIEMBRO DE LA CLASE?

Sus intereses como Miembro de la Clase del Acuerdo están representados por los Demandantes y los Abogados de la Clase. A menos que opte por excluirse de la Clase del Acuerdo, usted forma parte de la Clase del Acuerdo, recibirá su parte del acuerdo, estará obligado por los términos del acuerdo y por cualquier sentencia definitiva que pueda dictar el tribunal, y se considerará que ha renunciado a ciertas reclamaciones contra Matheson, tal y como se describe a continuación. El abogado del grupo solicitará la aprobación del tribunal para el pago de sus honorarios y costas procesales con cargo al importe bruto del valor del fondo. En consecuencia, como miembro del Grupo del Acuerdo, usted no será individualmente responsable del pago de los honorarios de abogado ni del reembolso de los gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso usted será responsable de sus propios honorarios y gastos de abogado.

A. Participar en el Acuerdo

Si reúne los requisitos para ser incluido en el grupo de demandantes y desea participar en el acuerdo, no está obligado a realizar ninguna acción. Si el tribunal concede la aprobación definitiva al acuerdo y usted reúne los requisitos para ser incluido en el grupo de demandantes, recibirá un pago del acuerdo basado en los cálculos descritos anteriormente. La cantidad estimada de su liquidación individual es \$1,658.00, que se basa en los registros del Demandado que muestran que usted trabajó 97 semanas laborales durante el Periodo de Liquidación. Esto es sólo una estimación. La cantidad final puede cambiar y está sujeta a la aprobación final del Tribunal. Usted también quedará vinculado por los términos del acuerdo y liberará al Demandado y a todas las entidades relacionadas o afiliadas de todas y cada una de las reclamaciones que pueda tener basadas en las alegaciones de la demanda.

B. Objeción al Acuerdo

Si desea impugnar alguno de los términos del acuerdo, puede objetar al mismo antes de su aprobación definitiva. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del acuerdo a menos que solicite la exclusión, como se describe a continuación. Para objetar, debe enviar por correo una objeción por escrito titulada "Objeción de los miembros del grupo" antes del 28 de junio de 2023 a:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Teléfono: (800) 523-5773
<https://www.phoenixclassaction.com/escobedo-v-matheson-tri-gas/>

Cualquier Objeción de un Miembro del Grupo deberá indicar cada razón específica en apoyo de su objeción y cualquier apoyo legal para cada objeción. Su objeción también deberá indicar su nombre completo, dirección, número de teléfono y las fechas de su empleo como miembro cualificado del Grupo del Acuerdo definido anteriormente. Para ser válida y efectiva, cualquier Objeción de un Miembro del Grupo a la aprobación del acuerdo debe ser enviada por correo al Administrador del Acuerdo a más tardar el 28 de junio de 2023. **NO LLAME POR TELÉFONO AL TRIBUNAL.**

Los objetores que deseen comparecer en la audiencia final de imparcialidad/aprobación deberán manifestar su intención de hacerlo en el momento de presentar la(s) objeción(es) por escrito. La audiencia final de equidad en la que el tribunal decidirá sobre cualquier objeción y se solicitará la aprobación del acuerdo será el 20 de octubre de 2023 a las 8:30 a.m. en el Departamento C-65 del Tribunal Superior del Condado de San Diego, o en cualquier otra fecha posterior que el tribunal autorice.

C. Excluirse del acuerdo

Si reúne los requisitos para ser incluido en el grupo de demandantes pero no desea participar en el acuerdo, puede excluirse (es decir, "optar por no participar") presentando una carta solicitando la exclusión. Su carta debe estar firmada por usted personalmente y debe indicar claramente: (1) su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la seguridad social y las fechas de su empleo; y (2) su deseo de ser excluido de la Clase del Acuerdo. **Su carta solicitando la exclusión debe entregarse en mano o llevar matasellos del 28 de junio de 2023 o antes, y enviarse por correo a:**

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 9286, Teléfono: (800) 523-5773
<https://www.phoenixclassaction.com/escobedo-v-matheson-tri-gas/>

Cualquier persona que presente oportunamente una carta siguiendo los procedimientos arriba indicados para solicitar la exclusión de la Clase, dejará de ser, tras su recepción, miembro de la Clase del Acuerdo, se le prohibirá participar en cualquier parte del acuerdo, no podrá objetar al acuerdo y no recibirá ningún pago o beneficio del acuerdo. No se considerará que dicha persona haya renunciado a ninguna reclamación que pudiera tener contra el Demandado por y a través de este litigio.

IV. EFECTO DEL ACUERDO

A. Derechos y reclamaciones liberados

Una vez que el Tribunal apruebe definitivamente el acuerdo colectivo y dicte sentencia definitiva, se considerará que cada Miembro del grupo de demandantes ha liberado y exonerado a cada Demandado y a todas sus empresas matrices y afiliadas anteriores y actuales, y a sus funcionarios, directores, empleados, socios, accionistas, abogados y agentes, y a cualquier otro sucesor, cesionario o representante legal de todas y cada una de las reclamaciones que se hicieron valer y que podrían haberse hecho valer en base a los hechos contenidos en la Demanda presentada en esta Demanda y que se incluyeron antes y durante la mediación, incluyendo, sin limitación, todas y cada una de las supuestas reclamaciones por salarios no pagados, salarios mínimos no pagados, horas extras no pagadas, compensación de tarifa regular, primas por pausas para comer o descansar no pagadas, penalizaciones por declaraciones salariales detalladas, gastos empresariales no reembolsados, no proporcionar los escritos requeridos, penalizaciones por tiempo de espera bajo el Código Laboral de California y el Código de Comercio y Profesiones (incluyendo la Sección 17200 y siguientes); reclamaciones por sanciones presentadas en virtud de la Ley de Abogados Generales Privados del Código Laboral de 2004 (Código Laboral, Sección 2698 y siguientes); reclamaciones por restitución y otras compensaciones equitativas, daños liquidados o sanciones en sus posiciones como Miembros del Grupo del Acuerdo durante el Periodo del Acuerdo.

V. AUDIENCIA FINAL DE APROBACIÓN DEL ACUERDO

El tribunal celebrará una audiencia en el Departamento C-65 del Tribunal Superior del Condado de San Diego, 330 West Broadway, San Diego, CA 92101, el 20 de octubre de 2023 a las 8:30 a.m., para determinar si el acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal que apruebe la solicitud de los Abogados del grupo de demandantes de que se abonen los honorarios de los abogados y las costas del litigio, así como las indemnizaciones por servicios prestados a los Representantes del grupo de demandantes. La solicitud de los Abogados del Grupo para los honorarios de los abogados y el reembolso de los gastos se presentará ante el Tribunal a más tardar 16 días antes de esta audiencia y estará disponible para su revisión después de esa fecha.

La audiencia podrá ser prorrogada sin previo aviso a la clase del acuerdo. No es necesario que comparezca en esta audiencia a menos que haya presentado a tiempo una objeción.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del acuerdo. Para conocer los términos y condiciones precisos de la conciliación, se le remite al detallado Acuerdo de Conciliación Estipulado y Exoneración de Reclamaciones, que se encuentra archivado en la Secretaría del Tribunal Superior. Los alegatos y otros expedientes de este litigio, incluido el Acuerdo de Conciliación de la Demanda Colectiva, pueden examinarse en cualquier momento durante el horario laboral habitual en la Oficina del Secretario del Tribunal Superior del Condado de San Diego, o poniéndose en contacto con los Abogados de la Demanda Colectiva indicados a continuación:

ABOGADO DE LA CLASE:

Arthur R. Botham, Jr.
Law Offices of Arthur R. Botham, Jr., A Law Corporation
2169 First Avenue
San Diego, California 92101
Tel: (619) 358-9738
Fax: (619) 393-0103

Zachary T. Tyson
Law Office of Zachary T. Tyson ALC
2169 First Avenue
San Diego, California 92101
Tel: (619) 237-9292

David Mara
Matthew Crawford
Mara Law Firm, PC
2650 Camino Del Rio North, Suite 205
San Diego, CA 92108
Tel : (619) 234-2833
Fax: (619) 234-4048

ABOGADO DE LA PARTE DEMANDADA:

Lindsay E. Hutner
Sam Hyde
Greenberg Traurig, LLP
101 Second Street, Suite 2200
San Francisco, CA 94105
Tel: (415) 655-1300/Fax: (415) 707-2010

NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO. POR ORDEN DEL TRIBUNAL SUPERIOR

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	186
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	186
Subtotal Admin Only	\$8,197.15

TOTAL COSTS	\$7,850.00
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September 27, 2023

Case: Escobedo/Carver v. Matheson Tri-Gas, Inc.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	19	\$37.20
NCOA (USPS)	\$0.15	186	\$27.90
		Total	\$805.10

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	186	\$27.90
Notice Packet & Opt-Out Form	\$0.95	186	\$176.70
Estimated Postage (up to 1 oz.)	\$0.60	186	\$111.60
Language Translation	\$0.30	3,261	\$978.30
		Total	\$1,609.50

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	40	\$40.00
Remail Notice Packets	\$0.95	41	\$38.95
Estimated Postage	\$0.60	41	\$24.60
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$318.55

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
		Total	\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	186	\$186.00
Estimated Postage Checks, W2 and 1099	\$0.50	186	\$93.00
Total			\$1,594.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$8,197.15