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7

8 [additional parties continued on next page]
9

10 **SUPERIOR COURT OF CALIFORNIA**

11 **FOR THE COUNTY OF SACRAMENTO**

12 CARLETON EDWARDS, MICHAEL
13 ADAMS, and PETER HALL, individually and
on behalf of all other similarly situated
14 employees,

15 Plaintiffs,

16 vs.

17 SUBURBAN PROPANE, L.P., a Delaware
18 Limited Partnership; and DOES 1 to 100,
inclusive.

19 Defendants.
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Case No. 34-2022-00314949-CU-OE-GDS

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

HEARING INFO

Date: January 12, 2024

Time: 9:00 a.m.

Judge: Hon. Jill Talley

Dept.: 27

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Attorneys for Plaintiff PETER HALL

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, *Edwards,*
6 *et., al. v. Suburban Propane, L.P.* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

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

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

27 4. On August 11, 2023, ILYM Group received the initial class data file from Counsel
28 for Defendant, which contained the name, job location and employment dates for each Class

1 Member. Defendant will be producing the remaining information containing the addresses, SSN
2 and last known telephone numbers separately.

3 5. On August 17, 2023, ILYM Group received an additional class data file from
4 Counsel for Defendant, which contained the social security number, last known mailing address,
5 last known telephone number and the dates of employment worked for each individual. ILYM
6 Group provided Defense Counsel with a list of questions and discrepancies regarding the class data
7 in order for ILYM to proceed with the preliminary calculations for the initial mailing.

8 6. On August 22, 2023, Defendant produced the final additional data files to ILYM
9 Group. ILYM Group has resolved the outstanding discrepancies. The data file was uploaded to our
10 database and checked for duplicates and other possible discrepancies. The Class List contained 665
11 individuals.

12 7. On August 29, 2023, ILYM Group received the Court approved text for the Notice
13 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
14 was approved by the Parties' Counsel prior to mailing.

15 8. As part of the preparation for mailing, all 665 names and addresses contained in the
16 Class List were then processed against the National Change of Address ("NCOA") database,
17 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
18 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
19 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
20 address was found in the NCOA database, the updated address was used for the mailing of the
21 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
22 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

23 9. On September 26, 2023, a link to ILYM Group's website was set up for Class
24 Members to access relevant court documents. The website link is
25 <http://www.ILYMgroup.com/SuburbanPro>. Also, the following telephone number, (888) 250-
26 6810, was included in the Notice Packet for Class Members to call should they have questions or
27 want additional information.
28

1 10. On September 26, 2023, the Notice Packet was mailed, in both English and Spanish,
2 via U.S First Class Mail, to all 665 individuals contained in the Class List. Attached hereto, as
3 **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

4 11. As of the date of this declaration, 29 Notice Packets have been returned to our office
5 as undeliverable. Of the 29 returned Notice Packets, 1 Notice Packet was returned with a forwarding
6 address and the Notice Packet was promptly re-mailed to the forwarding address provided by the
7 USPS. ILYM Group performed a computerized skip trace on the 28 returned Notice Packets that
8 did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-
9 mailing the Notice Packet. As a result of this skip trace, 21 updated addresses were obtained and
10 the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S. First
11 Class Mail.

12 12. As of the date of this declaration, a total of 22 Notice Packets have been re-mailed.
13 Specifically, 1 Notice Packet was remailed as a result of a forwarding address provided by the
14 USPS and 21 have been re-mailed as a result of ILYM Group's skip tracing efforts.

15 13. As of the date of this declaration, a total of 7 Notice Packets have been deemed
16 undeliverable as no updated addresses were found notwithstanding the skip tracing.

17 14. As of the date of this declaration, ILYM Group has received 3 requests for exclusion
18 from the Settlement, from the following individuals: Elisabeth Hogue, Rafael Sanchez, and Denise
19 Sandoval. The deadline to request exclusion from the Settlement was November 27, 2023.

20 15. As of the date of this declaration, ILYM Group has not received any objections to
21 the Settlement. The deadline to file an objection to the Settlement was November 27, 2023.

22 16. As of the date of this declaration, ILYM Group has not received any disputes from
23 a Settlement Class Member.

24 17. As of the date of this declaration, ILYM Group will report a total of 662
25 Participating Class Members, representing 99.55% of the 665 Settlement Class Members.
26 Specifically, 199 individuals were part of the Reimbursement Subclass, and 558 individuals were
27 part of the Wage Subclass. The total number of Qualifying Work Weeks worked by the
28 Reimbursement Subclass is 17,116.16. The total number of Qualifying Work Weeks worked by the

Wage Subclass is 45,255.74. The Escalator Clause has been triggered. Based on the terms of the Settlement, the Gross Settlement Amount has increased to \$979,854.70.

18. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of Work Weeks worked by Class Members during the Class Period and allocated between the “Reimbursement Subclass”, and the “Wage Subclass” set forth below and distributed in its entirety. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Fees, Costs and Litigation Expenses, the Enhancement Payments to the Class Representatives, Settlement Administration Costs to ILYM Group, and the PAGA Payment allocation, e.g.,

Gross Settlement Amount	\$945,000.00
Escalation Clause Amount for Wage Statement Class	\$34,854.70
New Gross Settlement Fund	\$979,854.70
Attorney's Fees (1/3 of GSA)	\$326,618.23
Attorney's Costs	\$25,000.00
Total Enhancement Payments	\$30,000.00
ILYM Group Fees	\$14,900.00
LWDA	\$15,000.00
PAGA Allocation to Aggrieved Employees	\$5,000.00
Net Settlement Amount	\$563,336.47
<i>Reimbursement Subclass Allocation (5% of NSA)</i>	<i>\$28,166.82</i>
<i>Wage Subclass Allocation (95% of NSA)</i>	<i>\$535,169.64</i>

19. To determine a Participating Class Member’s individual settlement award payment, the distribution shall be determined as follows:

a. For Class Members in the Reimbursement Subclass, 5% of the Net Settlement Amount will be determined by dividing their total Qualifying Workweeks within the Reimbursement Subclass Period by the total Qualifying Workweeks of all Class Members within the Reimbursement Subclass within that same period. That fraction will then be multiplied by the

1 Net Settlement Amount allocated to this Reimbursement subclass. Based on these calculations, the
2 Participating Class Members will receive an estimated average gross payment of \$141.54, with the
3 estimated highest gross payment of \$275.76.

4 b. For Class Members in the Wage Subclass, 95% *of* the Net Settlement will be
5 determined by dividing their total Qualifying Workweeks within the Wage Subclass Period by the
6 total Qualifying Workweeks of all Class Members within the Wage Subclass within that same
7 period. That fraction will then be multiplied by the Net Settlement Amount allocated to the Wage
8 subclass. Based on these calculations, the Participating Class Members will receive an estimated
9 average gross payment of \$959.09, with the estimated highest gross payment being \$3,147.23.

10 20. In addition, ILYM Group reports a total of 329 Aggrieved Employees during the
11 PAGA Period. The payments to the PAGA Employees will be calculated based on the PAGA
12 Employee's total number of Qualifying Work Weeks worked during the PAGA Period. The
13 distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio
14 of the Qualifying Workweeks worked by each Aggrieved Employee during the PAGA Period, to
15 the total number of Qualifying Workweeks worked by all Aggrieved Employees during the PAGA
16 Period. Based on these calculations, the Aggrieved Employees, will receive an estimated average
17 payment of \$15.29, with the estimated highest payment being \$22.17.

18 21. ILYM Group's total fees and costs for services in connection with the administration
19 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
20 costs for completion of the settlement administration, are \$14,900.00. ILYM Group's work in
21 connection with this matter will continue with the calculation of the settlement award payments,
22 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
23 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
24 Group to perform.

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1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
3 was executed this 14th day of December 2023, at Tustin, California.

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NICOLE BENCH

EXHIBIT “A”

CARLETON EDWARDS, MICHAEL ADAMS,
and PETER HALL, as individuals and on behalf
of all other similarly situated employees,

Plaintiff, vs.

SUBURBAN PROPANE, L.P., a Delaware
Limited Partnership; and DOES 1 to 100,
inclusive,

Defendants.

Case No. **34-2022-00314949**

**NOTICE OF PROPOSED CLASS
ACTION AND PAGA SETTLEMENT,
AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT**

ATTENTION: All non-exempt employees who worked for Suburban Propane, L.P. and/or Suburban Sales & Service, Inc. in California during the time period of January 7, 2018, through February 12, 2023.

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation of Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Carleton Edwards, Michael Adams, and Peter Hall (“Plaintiffs” or “Class Representatives”), and Defendants Suburban Propane, L.P. and Suburban Sales & Service, Inc. (“Defendants”) on behalf of Class Members. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member” as defined below.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On February 2, 2022, Plaintiff Carleton Edwards filed a Complaint against Suburban Propane, L.P., in the Sacramento County Superior Court of California on behalf of himself and all Class Members. Plaintiff Michael Adams and Plaintiff Peter Hall had also filed separate class action lawsuits in California Superior Courts. The parties, claims, and allegations of all three lawsuits were consolidated into the lawsuit filed by Plaintiff Carleton Edwards in Sacramento County Superior Court on March 10, 2023, through the filing of a Second Amended Complaint. The term “*Edwards Action*” means this putative class action pending in Sacramento County Superior Court, Case No. 34-2022-00314949.

In the *Edwards Action*, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay meal period premiums in lieu thereof, 4) failing to provide rest periods or pay rest period premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay wages when due, including final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, and 9) failing to provide paid sick leave. Plaintiffs have also asserted derivative claims under the Private Attorneys General Act (“PAGA”) for civil penalties and derivative claims for unfair competition under California Business & Professions Code section 17200 *et seq.*

Defendants have denied all of Plaintiffs’ allegations. The Action has been actively litigated and the claims are heavily disputed. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this litigation, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to the following groups of individuals, which are collectively referred to as “Class Members:”

- Employees who are class members in the Fernandez Action (Fresno County Superior Court, Case No. 16CECG00418) and who worked for Defendants in California between March 25, 2021, and February 12, 2023, and all other non-exempt employees (*i.e.* employees who were not part of the release of claims in the Fernandez Action) who worked for Defendants in California during the time period of January 7, 2018, through February 12, 2023 (“Wage Subclass”); and
- All employees who are class members of the Fernandez Action and worked for Defendants in California between January 7, 2018, and March 24, 2021 (“Reimbursement Subclass”).

To the extent a Class Member worked any amount of time within the Wage Subclass, they will be assigned to the Wage Subclass. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked for Defendants from November 1, 2020, through February 12, 2023, in California. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Nine Hundred Forty-Five Thousand Dollars and Zero Cents (\$979,854.70) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, attorneys’ costs not to exceed \$25,000.00, Settlement Administrator Costs estimated not to exceed \$17,500.00, Class Representatives’ Enhancement Payments of \$10,000 to each of the named Plaintiffs, and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to Class Members as set forth in Section II.B below. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members within each subclass. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked within each subclass during the relevant time periods and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated in Section II.B. of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks and assigned subclasses, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that, Individual Settlement Amounts paid to Participating Class Members will be characterized and taxed as follows: (1) Wage Subclass: (a) twenty percent (20%) shall be allocated for payment of disputed wages and shall be subject to required taxes and withholding for which an IRS Form W-2 will be issued, (b) eighty percent (80%) shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes for which an IRS Form 1099-MISC will be issued; and (2) Reimbursement Subclass: the entirety (100%) of payments made under this subclass consists of other income, not wages, for which an IRS Form 1099-MISC will be issued.

The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties for which an IRS Form 1099-Misc will be issued.

Ninety-five percent (95%) of the Net Settlement Amount will be allocated to the Wage Subclass. Five percent (5%) of the Net Settlement Amount will be allocated to the Reimbursement Subclass. Each Participating Class Member's share will be determined by dividing their total weeks worked within their subclass period by the total weeks worked by all Participating Class Members within that same subclass period. That fraction will then be multiplied by the Net Settlement Amount allocated to the subclass to arrive at the Class Member's individual share of the Net Settlement Amount.

To the extent a Class Member worked any amount of time within the Wage Subclass, they will be assigned to the Wage Subclass. Defendants' records indicate that you are part of the Wage/Reimbursement Subclass and worked «**Wage_SubClass_Weeks**» weeks during the applicable Wage Subclass Period and «**Reimbursement_Work_Weeks**» weeks during the applicable Reimbursement Subclass. Based on this information, your share of the Net Settlement Amount is estimated to be \$«**Total_Class_Payment**».

Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. The PAGA Claim Period is defined as November 1, 2020, through February 12, 2023. Defendants' records indicate that you worked «**PAGA_Work_Weeks**» weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be \$«**PAGA_Estimated_Settlement_Payment**». You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member or their assigned subclass. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks or different subclass assignments must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) identify the case name and number (i.e., Edwards, et al. v. Suburban Propane, L.P., et al., Case No. 34-2022-00314949) (d) be signed; and (e) be post-marked no later than November 27, 2023. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class Members who do not opt out will be deemed to have released the following for Class Members within the Wage Subclass: Any and all claims that are alleged in the operative Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Wage Subclass Period. This release excludes the release of reimbursement claims and other claims not permitted by law including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period. For Class Members within the Reimbursement Subclass, "Released Class Claims" means any and all reimbursement claims that are alleged in the operative Complaint, and any additional reimbursement claims that could have been brought based on the facts alleged in the operative Complaint through the Reimbursement Subclass Period. This release excludes the release of any wage and hour claims that are not reimbursement claims and other claims not permitted by law including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period.

Aggrieved Employees will be deemed to have released any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the operative Complaint and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in the operative Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Claim Period.

The individuals released ("Released Parties") include Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers. Class Members and/or Aggrieved Employees can talk to one of the

lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek and subclass information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation or subclass assignment, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by November 27, 2023. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (i.e., “opt out”) by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or want to be excluded from this Settlement; (c) identify the case name and number (i.e. *Edwards, et al. v. Suburban Propane, L.P., et al.*, 34-2022-00314949); (d) be signed; and (e) be post-marked no later than November 27, 2023. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

Edwards v. Suburban Propane, L.P
c/o ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781

If you submit a request to opt out which is not postmarked by November 27, 2023, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and will not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (i.e. *Edwards, et al. v. Suburban Propane, L.P., et al.*, 34-2022-00314949); (e) be signed; and (f) be post-marked no later than November 27, 2023. The objection must be sent to the Settlement Administrator at the address identified in Section III.B of this notice.

In addition to submitting a written objection as outlined above, you may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendants.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 27, 720 9th St, Sacramento, CA 95814, on January 12, 2024, at 9:00 a.m., to determine whether the Agreement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: www.ILYMgroup.com/SuburbanPro. You can also contact Class Counsel or Defendants' Counsel as follows:

For Plaintiffs:

Galen T. Shimoda
Justin P. Rodriguez
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716

Mark D. Potter James
M. Treglio
POTTER HANDY LLP
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PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL (888) 250-6810.

BY ORDER OF THE COURT

CARLETON EDWARDS, MICHAEL ADAMS,
y PETER HALL, como individuos y en nombre
de todos los demás empleados en situación
similar,

Demandante, vs.

SUBURBAN PROPANE, L.P., un Delaware
Sociedad comanditaria; y DOES 1 a 100,
inclusive,

Acusados.

Caso No. **34-2022-00314949**

**NOTIFICACIÓN DE DEMANDA
COLECTIVA PROPUESTA Y
ACUERDO PAGA, Y FECHA DE
AUDIENCIA PARA LA APROBACIÓN
FINAL DEL ACUERDO POR PARTE
DEL TRIBUNAL**

ATENCIÓN: Todos los empleados no exentos que trabajaron para Suburban Propane, L.P. y / o Suburban Sales & Service, Inc. en California durante el período del 7 de enero de 2018 al 12 de febrero de 2023.

POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE. ESTE AVISO SE RELACIONA CON UN ACUERDO PROPUESTO DE LITIGIO DE DEMANDA COLECTIVA Y EL POSIBLE DESEMBOLSO DE FONDOS DEL ACUERDO PARA USTED. SI USTED ES UN MIEMBRO DEL GRUPO, CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A PARTICIPAR O EXCLUIRSE DEL ACUERDO DE ACUERDO CON LOS PROCEDIMIENTOS QUE SE DESCRIBEN A CONTINUACIÓN.

Usted está recibiendo esta notificación de conformidad con una orden del Tribunal Superior del Condado de Sacramento ("Tribunal") que otorga a los Demandantes la moción de aprobación preliminar de una Estipulación Conjunta de Acuerdo y Liberación de PAGA de Acción Colectiva ("Acuerdo" o "Acuerdo") como justa, razonable y adecuada. El Acuerdo se celebró entre los Demandantes Carleton Edwards, Michael Adams y Peter Hall ("Demandantes" o "Representantes de la Clase"), y los Demandados Suburban Propane, L.P. y Suburban Sales & Service, Inc. ("Demandados") en nombre de los Miembros de la Clase. Los términos del Acuerdo se describen en este documento. Usted está recibiendo este aviso porque los registros de los Demandados indican que usted cae dentro de la definición de "Miembro de la Clase" como se define a continuación.

Los términos del Acuerdo y una descripción del caso se identifican en este aviso. De conformidad con la orden del Tribunal, se le notifica lo siguiente:

I. ANTECEDENTES DEL CASO

El 2 de febrero de 2022, el demandante Carleton Edwards presentó una demanda contra Suburban Propane, L.P., en el Tribunal Superior del Condado de Sacramento de California en nombre propio y de todos los miembros de la clase. El demandante Michael Adams y el demandante Peter Hall también habían presentado demandas colectivas separadas en los Tribunales Superiores de California. Las partes, reclamos y alegaciones de las tres demandas se consolidaron en la demanda presentada por el demandante Carleton Edwards en el Tribunal Superior del Condado de Sacramento el 10 de marzo de 2023, mediante la presentación de una Segunda Demanda Enmendada. El término "*Acción Edwards*" significa esta supuesta demanda colectiva pendiente en el Tribunal Superior del Condado de Sacramento, Caso No. 34-2022-00314949.

En la *Acción Edwards*, los Demandantes buscaron obtener salarios no pagados, intereses, sanciones legales, sanciones civiles, honorarios y costos en nombre de ellos mismos, Miembros de la Clase y Empleados Agraviados. Los demandantes alegaron que los demandados violaron la ley de California al 1) no pagar los salarios de horas extras, 2) no pagar los salarios mínimos, 3) no proporcionar períodos de comida o pagar primas de períodos de comida en su lugar, 4) no proporcionar períodos de descanso o pagar primas de períodos de descanso en lugar de los mismos, 5) no proporcionar declaraciones de salarios precisas, 6) no pagar los salarios a su vencimiento, incluidos los salarios finales, 7) no reembolsar los gastos, 8) no mantener registros precisos y 9) no proporcionar licencia por enfermedad remunerada. Los demandantes también han presentado reclamos derivados bajo la Ley General de Abogados Privados ("PAGA") para sanciones civiles y reclamos derivados por competencia desleal bajo la sección 17200 *et seq* del Código de Negocios y Profesiones de California.

Los demandados han negado todas las acusaciones de los demandantes. La acción ha sido litigada activamente y las reclamaciones son muy disputadas. Ha habido investigaciones en curso, y ha habido un intercambio de amplia

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documentación e información. Sobre la base de las negociaciones, y todos los hechos y circunstancias conocidos, incluidos los diversos riesgos e incertidumbres relacionados con las acciones legales, las Partes llegaron a un acuerdo colectivo. Al llegar a un acuerdo, las Partes evitarán los riesgos asociados con un largo proceso de litigio. A pesar de aceptar y apoyar el Acuerdo, los demandados continúan negando todas las acusaciones y reclamos. Los demandados han celebrado este Acuerdo para resolver total, definitiva y eternamente este litigio, según los términos establecidos en el Acuerdo, a fin de evitar la carga y los gastos asociados con el litigio en curso.

El Acuerdo se aplica a los siguientes grupos de individuos, que se denominan colectivamente "Miembros de la clase":

- Empleados que son miembros de la clase en la Acción Fernández (Tribunal Superior del Condado de Fresno, Caso No. 16CECG00418) y que trabajaron para los Demandados en California entre el 25 de marzo de 2021 y el 12 de febrero de 2023, y todos los demás empleados no exentos (es decir, empleados que no formaron parte de la liberación de reclamos en la Acción de Fernández) que trabajaron para los Demandados en California durante el período de tiempo del 7 de enero, 2018, hasta el 12 de febrero de 2023 ("Subclase salarial"); y
- Todos los empleados que son miembros de la clase de la Acción Fernández y trabajaron para los Demandados en California entre el 7 de enero de 2018 y el 24 de marzo de 2021 ("Subclase de reembolso").

En la medida en que un Miembro de la Clase haya trabajado cualquier cantidad de tiempo dentro de la Subclase de Salario, se le asignará a la Subclase de Salario. El Acuerdo también se aplica a los Empleados Agraviados, que se definen como todos los empleados no exentos que trabajaron para los Demandados desde el 1 de noviembre de 2020 hasta el 12 de febrero de 2023 en California. Si usted es un Miembro del Grupo de demandantes, tiene la oportunidad de participar en el Acuerdo o de excluirse ("optar por no participar") del Acuerdo. Este aviso es para informar a los Miembros del Grupo de Demandantes sobre cómo pueden participar en el Acuerdo o ser excluidos del Acuerdo. Como se establece a continuación, los Empleados Agraviados no pueden optar por no participar en este Acuerdo en lo que se refiere al Pago PAGA o las Reclamaciones PAGA Liberadas, independientemente de si optan por no ser Miembros de la Clase. Los Empleados agraviados recibirán su parte del Pago PAGA independientemente de si optan por no ser Miembros de la Clase.

II. RESUMEN DEL ACUERDO PROPUESTO

A. El monto del acuerdo

Bajo los términos del Acuerdo, los Demandados han acordado pagar una suma total de Novecientos Cuarenta y Cinco Mil dólares y Cero Centavos (\$979,854.70) ("Monto Bruto de Liquidación"). Se deducirán de este Monto Bruto del Acuerdo las sumas aprobadas por el Tribunal para que los honorarios de abogados no excedan un tercio (1/3) del Monto Bruto del Acuerdo, los costos de los abogados no excedan los \$25,000.00, los Costos del Administrador del Acuerdo estimados en no exceder los \$17,500.00, los Pagos de Mejora de los Representantes de la Clase de \$10,000 a cada uno de los Demandantes nombrados, y \$20,000 por supuestas multas de PAGA (el "Pago PAGA"), que dará lugar a un "Importe neto de liquidación" para su distribución a los Miembros del Grupo según lo establecido en la Sección II.B a continuación. Cualquier impuesto del lado del empleador atribuible a los pagos asignados como salarios será pagado por los Demandados además del Monto Bruto de Liquidación. Como se explica más adelante, el monto de la parte de cada Miembro del Grupo del Monto Neto del Acuerdo dependerá del número de semanas trabajadas por los Miembros Participantes del Grupo dentro de cada subclase. De los \$20,000 asignados para resolver las reclamaciones de PAGA, el 75% del pago de PAGA se pagará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral del Estado de California y el 25% del pago de PAGA se dividirá entre los empleados agraviados.

El número de semanas que trabajó dentro de cada subclase durante los períodos de tiempo relevantes y su participación total estimada en el Monto neto del Acuerdo y el Pago PAGA ("Monto del Acuerdo individual") se establece en la Sección II.B. de este aviso. La cantidad real recibida puede ser mayor o menor que la cantidad indicada dependiendo del número real de semanas trabajadas por los Miembros Participantes de la Clase (es decir, aquellos que no optan por no participar en el Acuerdo), la resolución de cualquier disputa relacionada con las semanas de trabajo y las subclases asignadas, y de las distribuciones finalmente aprobadas y asignadas por el Tribunal. Sin embargo, si los Miembros de la Clase optan por no participar no tendrá ningún efecto en las asignaciones de los Empleados Agraviados para los reclamos de PAGA.

B. Montos de liquidación individual y asignación entre los miembros de la clase y los empleados agraviados

El pago a los Miembros Participantes de la Clase y a los Empleados Agraviados no requerirá la presentación de un formulario de reclamo. Los Demandados pagarán los Montos del Acuerdo Individual a través del Administrador del Acuerdo, como se describe a continuación, a cada Miembro Participante de la Clase y a los Empleados Agraviados. Todos los montos de liquidación individual estarán sujetos a los impuestos apropiados. Las Partes han acordado, basándose en las

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alegaciones de la Acción, que los Montos de Acuerdo Individual pagados a los Miembros de la Clase Participante se caracterizarán y gravarán de la siguiente manera: (1) Subclase salarial: (a) el veinte por ciento (20%) se asignará para el pago de salarios en disputa y estará sujeto a los impuestos y retenciones requeridos para los cuales se emitirá un Formulario W-2 del IRS, (b) el ochenta por ciento (80%) se asignará para multas e intereses legales disputados, y no se deducirá ningún monto por ningún impuesto para el cual se emitirá un Formulario 1099-MISC del IRS; y (2) Subclase de reembolso: la totalidad (100%) de los pagos realizados bajo esta subclase consiste en otros ingresos, no salarios, para los cuales se emitirá un Formulario 1099-MISC del IRS.

El pago de PAGA a los empleados agraviados se pagará al 100% por las sanciones civiles para las cuales se emitirá un Formulario 1099-Misc del IRS.

El noventa y cinco por ciento (95%) del monto neto de liquidación se asignará a la subclase salarial. El cinco por ciento (5%) del Monto Neto de Liquidación se asignará a la Subclase de Reembolso. La participación de cada Miembro Participante de la Clase se determinará dividiendo el total de semanas trabajadas dentro de su período de subclase por el total de semanas trabajadas por todos los Miembros de la Clase Participante dentro de ese mismo período de subclase. Esa fracción se multiplicará por el Monto Neto de Liquidación asignado a la subclase para llegar a la parte individual del Miembro de la Clase del Monto Neto de Liquidación.

En la medida en que un Miembro de la Clase haya trabajado cualquier cantidad de tiempo dentro de la Subclase de Salario, se le asignará a la Subclase de Salario. Los registros de los Demandados indican que usted es parte de la Subclase de Salario/Reembolso y trabajó «Wage SubClass Weeks» semanas durante el Período de Subclase de Salario semanas durante el Período de Subclase de Salario aplicable y semanas de «Reimbursement Work Weeks» durante la Subclase de Reembolso aplicable. Con base en esta información, se estima que su parte del Monto Neto del Acuerdo será de **\$«Total_Class_Payment»**.

La participación de cada Empleado Agraviado en la porción del 25% del Pago PAGA se determinará dividiendo su total de semanas trabajadas dentro del Período de Reclamo PAGA por el total de semanas trabajadas por todos los Empleados Agraviados dentro del Período de Reclamo PAGA. Esa fracción se multiplicará por la porción del 25% del Pago PAGA para llegar a la parte individual del Empleado Agraviado. El período de reclamación de PAGA se define del 1 de noviembre de 2020 al 12 de febrero de 2023. Los registros de los demandados indican que trabajó «PAGA Work Weeks» semanas durante el Período de Reclamo PAGA aplicable, lo que significa que su parte del Pago PAGA se estima en **\$«PAGA_Estimated_Settlement_Payment»**. Aún recibirá su parte del Pago PAGA, incluso si opta por no ser un Miembro de la Clase. La recepción de los Montos del Acuerdo Individual no dará derecho a ningún Miembro del Grupo o Empleado Agraviado a una compensación o beneficios adicionales bajo cualquier compensación, plan o acuerdo de jubilación o beneficios vigente durante el período cubierto por el Acuerdo.

C. Los cálculos se basarán en los registros de los demandados y la resolución de disputas de la semana laboral

Para cada Miembro del Grupo de demandantes, el Administrador del Acuerdo calculará el monto pagadero a partir de los registros de los Demandados. Los registros de los demandados se presumirán correctos a menos que se proporcione evidencia de lo contrario al Administrador del Acuerdo. Los registros de los demandados y cualquier evidencia adicional serán revisados por el Administrador del Acuerdo en caso de una disputa sobre el número de semanas laborales trabajadas por un Miembro individual de la Clase o su subclase asignada. Si un Miembro del Grupo cuestiona la exactitud de los registros de los Demandados, todos los documentos de respaldo que demuestren semanas de trabajo adicionales o diferentes asignaciones de subclase deben ser presentados por el Miembro del Grupo. La controversia debe: a) identificar la naturaleza de la controversia; b) proporcionar cualquier información o documentación que respalde la controversia; c) identificar el nombre y el número del caso (es decir, Edwards, et al. v. Suburban Propane, L.P., et al., Case No. 34-2022-00314949) (d) estar firmado; y (e) tener el sello postal a más tardar el 27 de noviembre de 2023. La disputa será resuelta por el Administrador del Acuerdo en función de los registros y las pruebas proporcionadas.

D. Liberación de reclamaciones

Para aquellos Miembros del Grupo que no optan por no participar y Empleados agraviados, el Acuerdo contiene las siguientes liberaciones:

Se considerará que los Miembros de la Clase que no opten por no participar han liberado lo siguiente para los Miembros de la Clase dentro de la Subclase Salarial: Todas y cada una de las reclamaciones que se alegan en la Queja operativa, y cualquier reclamación adicional de salarios y horas que podrían haberse presentado en base a los hechos alegados en la Queja operativa, a través del Período de Subclase Salarial. Esta exención excluye la liberación de reclamos de reembolso y otros reclamos no permitidos por la ley, incluidos reclamos por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justa, seguro de desempleo, discapacidad, seguridad social, compensación laboral y reclamos

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colectivos de California fuera del Período de la Clase. Para los Miembros de la Clase dentro de la Subclase de Reembolso, "Reclamaciones de Clase Liberadas" significa todas y cada una de las reclamaciones de reembolso que se alegan en la Queja operativa, y cualquier reclamación de reembolso adicional que podría haberse presentado en base a los hechos alegados en la Queja operativa durante el Período de Subclase de Reembolso. Esta exención excluye la liberación de cualquier reclamo de salarios y horas que no sean reclamos de reembolso y otros reclamos no permitidos por la ley, incluidos reclamos por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguridad social, compensación de trabajadores y reclamos colectivos de California fuera del Período de la Clase.

Se considerará que los empleados agraviados han liberado todas y cada una de las reclamaciones por sanciones civiles que se presentaron en virtud de la Ley General de Abogados Privados, Código Laboral §§ 2698 *et seq.*, contenida en la Queja operativa y cualquier reclamación adicional de PAGA por salario y hora que podría haberse presentado sobre la base de los hechos alegados en la Queja operativa durante el Período de Reclamación de PAGA. Los empleados agraviados no pueden optar por no participar en esta renuncia a reclamos. Las Reclamaciones PAGA Liberadas no incluyen otras reclamaciones de PAGA, reclamaciones subyacentes de salarios y horas, reclamaciones por despido injustificado, discriminación, seguro de desempleo, discapacidad y compensación laboral, y reclamaciones de PAGA fuera del Período de Reclamación de PAGA.

Las personas liberadas ("Partes eximidas") incluyen a los Demandados, así como a los funcionarios, accionistas, directores, agentes, empleados, abogados y aseguradores de los Demandados. Los Miembros de la Clase y/o los Empleados Agraviados pueden hablar con uno de los abogados designados como Abogados de la Clase (enumerados a continuación) de forma gratuita o hablar con su propio abogado si tienen preguntas sobre los reclamos liberados y lo que significa.

III. ¿CUÁLES SON SUS DERECHOS COMO MIEMBRO DEL GRUPO?

A. Participar en el Acuerdo como miembro del grupo

Si desea ser un Miembro Participante de la Clase y cree que la información de su semana laboral y subclase es precisa, **no necesita tomar ninguna otra medida**. El pago se le realizará automáticamente de acuerdo con los términos del Acuerdo y la Orden judicial. Si desea impugnar el cálculo de la semana laboral o la asignación de subclase, puede seguir los procedimientos descritos en la Sección II.C anterior. La ley de California protege a los Miembros del Grupo de represalias basadas en su decisión de participar en el Acuerdo.

B. Excluirse del Acuerdo como miembro del grupo

El Tribunal lo excluirá de ser Miembro del Grupo si lo solicita antes del 27 de noviembre de 2023. Si no desea quedar vinculado por el Acuerdo como Miembro del Grupo de demandantes, puede solicitar ser excluido (es decir, "excluirse") enviando una solicitud oportuna por escrito al Administrador del Acuerdo. La solicitud de exclusión voluntaria debe (a) indicar su nombre completo y fecha de nacimiento; (b) una declaración de que no desea ser un Miembro del Grupo de demandantes no desea participar en el Acuerdo y/o desea ser excluido de este Acuerdo; (c) identificar el nombre y el número del caso (*es decir*, *Edwards, et al. v. Suburban Propane, L.P., et al.*, 34-2022-00314949); d) estar firmado; y (e) tener el sello postal a más tardar el 27 de noviembre de 2023. La solicitud de exclusión voluntaria debe enviarse por correo de First Class U.S. Mail, o su equivalente, a:

Edwards v. Suburban Propane, L.P.
c/o ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781

Si envía una solicitud de exclusión voluntaria que no tiene sello postal antes del 27 de noviembre de 2023, su solicitud de exclusión voluntaria será rechazada y estará obligado por la liberación y todos los demás términos del Acuerdo. No utilice un medidor de franqueo, ya que es posible que no aparezca un matasellos en el sobre que contiene su solicitud de exclusión. Cualquier Miembro del Grupo que presente una solicitud completa y oportuna para optar por no participar deberá, una vez recibido por el Administrador del Acuerdo, dejar de ser un Miembro del Grupo y no recibirá su parte del Monto Neto del Acuerdo. Los Empleados agraviados no pueden optar por no participar en este Acuerdo y recibirán su parte del Pago PAGA, independientemente de si optan por no ser Miembros de la Clase.

C. Objeción al acuerdo

Si no opta por no participar en el Acuerdo, puede objetar los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá estando obligado por los términos del Acuerdo. Puede pedirle a la Corte que niegue la aprobación presentando una objeción. No puede pedirle al Tribunal que ordene un acuerdo más grande; el Tribunal solo puede aprobar o negar el acuerdo. Si el Tribunal niega la aprobación, no se enviarán pagos de acuerdo y la demanda continuará. La objeción debe (a) indicar su nombre completo y fecha de nacimiento; (b) proporcionar evidencia de que usted es, de hecho, un Miembro del Grupo de demandantes; c) exponer los motivos de la(s) objeción(es), incluida la

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documentación justificativa; (d) identificar el nombre y el número del caso (*es decir, Edwards, et al. v. Suburban Propane, L.P., et al.*, 34-2022-00314949); e) estar firmado; y (f) tener el sello postal a más tardar el 27 de noviembre de 2023. La objeción debe enviarse al Administrador del Acuerdo a la dirección identificada en la Sección III.B de este aviso.

Además de presentar una objeción por escrito como se describe anteriormente, también puede comparecer en la audiencia de aprobación final para expresar su objeción. Cualquier Miembro del Grupo que no solicite la exclusión puede, si el Miembro del Grupo así lo desea, comparecer a través de un abogado. Si usted comparece a través de su propio abogado, usted es responsable de pagarle a ese abogado. También debe presentar un aviso de intención de comparecer ante el Tribunal y entregar el aviso al abogado de los Demandantes y Demandados.

IV. EFECTO DEL ACUERDO: DERECHOS LIBERADOS Y RECLAMACIONES

Si el Tribunal otorga la aprobación final del Acuerdo, el Tribunal emitirá y emitirá un fallo consistente con el mismo. La sentencia, sea favorable o no, obligará a todos los Miembros del Grupo que no soliciten la exclusión. Después de la aprobación final, todos y cada uno de los Miembros del Grupo que no opten por no participar en el Acuerdo y el Empleado Agravado, liberarán a los Demandados y a las Partes Exoneradas de las Demandas Colectivas Exoneradas y de las Reclamaciones PAGA Liberadas descritas anteriormente. En otras palabras, si usted fue empleado como Miembro del Grupo por los Demandados, y no se excluye del Acuerdo, se considerará que ha entrado en estas liberaciones y que ha liberado las reclamaciones descritas anteriormente. Además, se le prohibirá demandar a los Demandados y a las Partes Exoneradas con respecto a las reclamaciones cubiertas por este Acuerdo. Si el Acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna otra razón, el litigio continuará.

V. AUDIENCIA DE APROBACIÓN DEL ACUERDO FINAL

El Tribunal celebrará una audiencia en el Departamento 27, 720 9th St, Sacramento, CA 95814, el 12 de enero de 2024, a las 9:00 a.m., para determinar si el Acuerdo debe aprobarse finalmente como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe la solicitud de los Abogados del Grupo de honorarios y costos de abogados, los Costos del Administrador del Acuerdo y el Pago de Mejora de los Representantes de la Clase. La audiencia puede continuar sin previo aviso. No es necesario que usted comparezca en esta audiencia.

VI. INFORMACIÓN ADICIONAL

Puede acceder a la Demanda, la moción de aprobación preliminar del Abogado del Grupo de Demandantes, el Acuerdo y cualquier otro documento requerido por el Tribunal en el sitio web del Administrador del Acuerdo: www.ILYMgroup.com/SuburbanPro. También puede comunicarse con el abogado de la clase o el abogado de los acusados de la siguiente manera:

Para los demandantes:

Galeno T. Shimoda
Justin P. Rodríguez
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Teléfono: (916) 525-0716

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kyle@bamlawca.com

Para los demandados:

Efthalia S. Rofos
Megan A. Childress
O'Hagan Meyer LLP
4695 MacArthur Court, Suite 900
Newport Beach, California 92660
Teléfono: 949-849-5001

NO LLAME POR TELÉFONO A LA CORTE O A LA OFICINA DEL SECRETARIO DE LA CORTE PARA PREGUNTAR SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMO. SI TIENE ALGUNA PREGUNTA, LLAME AL (888) 250-6810.

POR ORDEN DEL TRIBUNAL