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EUROSTAMPA CALIFORNIA LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF NAPA

MAYRA MORALES, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

v.

EUROSTAMPA CALIFORNIA LLC; and
DOES 1 thru 50, inclusive.

Defendants.

Case No. 22CV000095

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

HEARING INFO

Date: June 6, 2023
Time: 8:30 a.m.

Judge: Hon. Cynthia P. Smith
Dept.: A

1 I, Makenna Snow, declare as follows:

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

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

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

1 4. On January 26, 2023, ILYM Group received the Court approved text for the Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On February 9, 2023, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, last
6 known telephone number, the dates of employment worked for each Settlement Class Member and
7 PAGA Employee and the number of class workweeks worked for each Settlement Class Member
8 during the Class Period, and the number of PAGA Pay Periods for each PAGA Group Member.
9 The data file was uploaded to our database and checked for duplicates and other possible
10 discrepancies. The Class List contained 89 individuals.

11 6. As part of the preparation for mailing, all 89 names and addresses contained in the
12 Class List were then processed against the National Change of Address ("NCOA") database,
13 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
14 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
15 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
16 address was found in the NCOA database, the updated address was used for the mailing of the
17 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
18 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

19 7. On February 23, 2023, the Notice Packet was mailed, in both English and Spanish,
20 via U.S First Class Mail, to all 89 individuals contained in the Class List. Attached hereto, as
21 **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

22 8. As of the date of this declaration, 7 Notice Packets have been returned to our office.
23 Of the 7 returned Notice Packets, 1 included a forwarding address. ILYM Group performed a
24 computerized skip trace on the 6 returned Notice Packets that did not have a forwarding address,
25 in an effort to obtain an updated address for purposes of re-mailing the Notice Packet. As a result
26 of this skip trace, 2 updated addresses were obtained and the Notice Packets were promptly re-
27 mailed to those Settlement Class Members, via U.S. First Class Mail.

28 9. As of the date of this declaration, a total of 3 Notice Packets have been re-mailed

Specifically, 1 Notice Packet was remailed as a result of a forwarding address provided by the USPS and 2 have been re-mailed as a result of ILYM Group's skip tracing efforts.

10. As of the date of this declaration, a total of 4 Notice Packets have been deemed undeliverable as no updated address was found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has received 2 requests for exclusion. The deadline to request exclusion from the Settlement was April 24, 2023.

12. As of the date of this declaration, ILYM Group has received 0 objections to the Settlement. The deadline to file an objection to the Settlement was April 24, 2023.

13. As of the date of this declaration, ILYM Group will report a total of 87 Participating Class Members, representing 97.75% of the 89 Settlement Class Members. The total number of Workweeks worked by the Participating Class Members during the class period is 5,815.

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

Gross Settlement Amount	\$155,000.00
Attorney's Fees	\$51,666.67
Attorney's Costs	\$4,000.00
Enhancement Payment	\$5,000.00
ILYM Group Fees	\$12,000.00
LWDA	\$7,500.00
Net Settlement Amount	\$74,833.33
<i>PAGA Allocation to PAGA Group Members</i>	<i>\$2,500.00</i>
<i>Class Allocation</i>	<i>\$72,333.33</i>

To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the

1 Applicable Workweeks worked by each Class Member during the Class Period, to the total number
2 of Applicable Workweeks worked by all Class Members during the Class Period. Based on these
3 calculations, the Participating Class Members will receive an estimated average gross payment of
4 \$831.42, with the estimated highest gross payment being \$3,209.29, and an estimated lowest gross
5 payment of \$12.44. The PAGA payment shares to the PAGA Group Members will be calculated
6 based on the PAGA Group Members number of Pay Periods worked during the PAGA Period. The
7 distribution will be divided among all PAGA Group Members on a pro rata basis, based on the ratio
8 of the Applicable PAGA Pay Periods worked by each PAGA Group Members during the PAGA
9 Period, to the total number of Applicable PAGA Pay Periods worked by all PAGA Group Members
10 during the PAGA Period. Based on these calculations, the PAGA Employees, will receive an
11 estimated average payment of \$28.74, with the estimated highest payment being \$94.27, and an
12 estimated lowest payment of \$1.96 .

13 15. ILYM Group's total fees and costs for services in connection with the administration
14 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
15 costs for completion of the settlement administration, are \$12,000.00. ILYM Group's work in
16 connection with this matter will continue with the calculation of the settlement award payments,
17 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
18 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
19 Group to perform.

20 I declare under penalty of perjury under the laws of the State of California and the United
21 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
22 was executed this 8th day of May 2023, at Tustin, California.

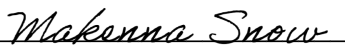
23
24 
25 MAKENNA SNOW
26
27
28

EXHIBIT “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**IF YOU WORKED FOR EUROSTAMPA CALIFORNIA, LLC AT ANY
TIME BETWEEN AUGUST 2, 2017 AND DECEMBER 15, 2022 YOU MAY
BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

On January 10, 2023, the Court in this action granted preliminary approval of a proposed settlement as set forth in the Stipulation for Settlement of Class and Representative Action (“Settlement Agreement”) concerning the lawsuit noted above (“the Lawsuit”). You are receiving this Notice because you have worked for Defendant Eurostampa California, LLC (“Eurostampa”) in California as a non-exempt employee for one or more pay periods between August 2, 2017 and December 15, 2022 (“Class Period”) and you may be entitled to share in the funds to be made available for the proposed settlement of this class action.

You are not being sued. However, your rights may be affected by the legal proceedings in the Lawsuit. If the proposed settlement of this class action is granted final approval by the Court, you may have the right to be paid a share of the proposed settlement funds.

You do **NOT** have to do anything if you want to participate in this settlement. A check will be automatically mailed to you.

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED
BY THE PROPOSED SETTLEMENT DESCRIBED IN THIS NOTICE.**

You have received this Notice because Eurostampa’s records indicate that you are a member of the Settlement Class. This notice is designed to inform you about **your 3 options in this Settlement**, all of which are dependent on the Court’s final approval of the Settlement.

YOUR 3 OPTIONS

1. **Do Nothing:** You **WILL** receive money from the Settlement and you will release any claim you may have against Eurostampa relating to your employment.
2. **Exclude Yourself From the Settlement:** You will **NOT** receive any money from this Settlement and you will not be bound by this Settlement; or
3. **Object to the Settlement:** You **WILL** release all claims you may have against Eurostampa that are covered by this Settlement unless you timely submit a Request for Exclusion.

1. What Is This Case About?

Mayra Morales (“Plaintiff”) was employed by Eurostampa. Plaintiff alleges that Eurostampa failed to pay wages and/or overtime; failed to provide compliant meal breaks; failed to provide compliant rest breaks; failed to reimburse business expenses; failed to provide compliant wage statements; and failed to timely pay all wages due upon termination of employment. Plaintiff has also alleged unfair business practices and seeks penalties under California’s Private Attorneys General Act (“PAGA”). The parties have agreed to settle this dispute without any finding of wrongdoing by Eurostampa.

The Lawsuit is being settled as a “class action.” In a class action, the plaintiff, also referred to as a class representative, sues on behalf of herself and other persons with similar claims (“Class Members”). Based on Eurostampa’s records, you were employed by Eurostampa in California as non-exempt employee at some point between August 2, 2017 and December 15, 2022. Therefore, you are a Class Member in this Lawsuit and you may receive money from the Settlement Agreement.

If the Court approves the Settlement Agreement at the Final Approval Hearing scheduled for **June 6, 2023**, the Settlement Agreement will bind all members of the Class who have not excluded themselves from the Settlement Agreement. If the Court does not approve the Settlement Agreement, the Settlement Agreement will have no effect or precedential value in any subsequent proceedings in the Lawsuit or in any other litigation.

2. How Can I Receive Money From The Settlement?

You do not have to do anything to receive money from the Settlement Agreement. A check will be automatically mailed to you if the Court grants final approval of the Settlement Agreement and if you do not exclude yourself from the Settlement Agreement.

3. Will I Be Subject To Discipline or Retaliation If I Participate in the Settlement?

No.

4. How Much is the Settlement?

Eurostampa, LLC has agreed to pay \$155,000.00 (the “Gross Fund Value”) to settle all claims arising out of the Lawsuit. After attorneys’ fees and costs, class representative enhancement awards, and payment to the California Labor and Workforce Development Agency are deducted from the Gross Fund Value, the remaining amount (the “Net Settlement Amount”) will be automatically distributed to Class Members who do not exclude themselves from the Settlement Agreement.

5. How Much Money Will I Receive?

The Net Settlement Amount will be paid out to Class Members who do not submit a Request for Exclusion.

If you do not submit a Request for Exclusion, your individual share of the Net Settlement Amount will be calculated based on the total number of workweeks you worked during the Class Period as reflected in Eurostampa’s records. The number of workweeks you worked will be divided by all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). Your share of the Net Settlement Amount will be less employee portions of state and federal withholding taxes, including the employee FICA, FUTA and SDI contributions and any other applicable payroll deductions required by law. Workweeks shall be determined from Eurostampa’s records.

You will have 180 days to cash your settlement check. In the event that your settlement check is uncashed after 180 days, your portion of the Net Settlement Fund will escheat to the State of California pursuant to state law.

Your estimated individual settlement amount is \$ _____. This amount may change depending on rulings from the Court.

6. When Will I Receive the Money?

If the Court grants final approval of the settlement on **June 6, 2023** and you did not submit a Request for Exclusion, the Claims Administrator will mail you a check for your Settlement Award no later than **August 28, 2023**.

7. Can I Dispute My Share of the Settlement?

Yes. To do so, you must mail in documentary evidence supporting the number of workweeks you worked during the Class Period to the Claims Administrator no later than April 24, 2023.

8. Can I Opt-Out of the Settlement?

Yes. If you exclude yourself from the proposed settlement, you will **NOT** receive a settlement payment and will not be subject to the terms of the Settlement Agreement. To exclude yourself, you must complete the enclosed Request for Exclusion and mail it back to the Claims Administrator postmarked no later than April 24, 2023. You will **NOT** receive any money from this settlement if you return the Request for Exclusion.

If you submit an untimely or incomplete Request for Exclusion, you will continue to be bound by the terms of this settlement.

9. Can I Object to The Settlement?

Yes. To do so, you must mail a signed, written statement of objection to the Claims Administrator at the address listed on the last page of this Notice with the case name or other identifying information, your full name, current home (or mailing) address, the last four digits of your Social Security number, and the grounds for the objection.

Your objection must be postmarked no later than **April 24, 2023** to the Claims Administrator at the address listed on the last page of this Notice.

If you fail to make your objection in the manner specified above, you shall be deemed to have waived any objections and you shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement, or any aspect of the proposed settlement, including, without limitation, the fairness, reasonableness or adequacy of the proposed settlement, the incentive award to the class representatives, or any award of attorneys' fees or reimbursement of costs and expenses.

If the Court rejects your objection, you will still be bound by the terms of the Settlement Agreement unless you submitted a valid and timely Request for Exclusion.

10. What Happens If I Do Nothing?

You will receive money from this settlement and you will be bound by the Release described below.

11. What Rights Am I Giving Up?

Upon final approval by the Court, each Settlement Class Member who has not timely submitted a valid Request for Exclusion will release Eurostampa, and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them, from any and all claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock

work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act.

12. Who Is The Class Representative?

The Court has appointed Plaintiff Mayra Morales as the Class Representative to represent you in this settlement. She will ask the Court to approve an enhancement award in an amount not to exceed \$5,000.00 to be paid from the Gross Fund Value to compensate her for her efforts in filing and assisting with the prosecution of the Lawsuit and in reaching this settlement on your behalf.

13. How Will The Attorneys' Fees For The Class Be Paid?

You do not need to pay any portion of either Class Counsel's or Eurostampa's attorneys' fees and costs. All payment for Class Counsel's attorneys' fees and costs will be deducted from the Gross Fund Value. Class Counsel has actively litigated this matter since January 27, 2022. It is customary for courts to award to class counsel attorneys' fees based upon a percentage of the total maximum settlement for the benefit of a class. In this case, Class Counsel will request an award of 1/3 of the Gross Fund Value in an amount not to exceed \$51,666.67 in attorneys' fees for their work in prosecuting this Lawsuit and obtaining this Settlement on your behalf. Class Counsel will also seek reimbursement of the costs and expenses they have incurred on behalf of the Class, estimated to be no more than \$4,000.00, to be paid from the Gross Fund Value.

Class Counsel will apply to the Court for approval of their attorneys' fees, costs, and expenses at the Final Approval Hearing scheduled for **June 6, 2023**. The actual amount awarded will be determined by the Court to ensure that the amount of attorneys' fees, costs, and expenses is reasonable.

14. When and Where is the Final Approval Hearing?

The Final Approval Hearing has been scheduled on **June 6, 2023 at 8:30 a.m.**, before the Honorable Cynthia P. Smith in Department A of the Napa County Superior Court located at 825 Brown Street, Napa, California, 94559, at which time Judge Smith will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to the Class Members; (2) whether the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved, and in what amount; (3) whether the application for an enhancement award for the Class Representative should be approved, and in what amount; and (4) whether the proposed Final Approval Order and Judgment should be entered by the Court. The Final Approval Hearing date and time may change without further notice given to you. Please contact the Claims Administrator at the address and telephone indicated in Section 15 below to find out if there has been a change to the date and time of the Final Approval Hearing.

You Are Not Required To Attend The Final Approval Hearing.

You are welcome to attend the Final Fairness and Approval Hearing, at your own expense. You may request permission to speak to the Judge at the Final Approval Hearing. You may hire your own attorney at your own expense to speak at the Final Approval Hearing, at your own expense. If you want to speak at the Final Approval Hearing, you must ask the Judge for permission. To do so, send a letter to the Court (at the address set forth above) with a copy to the Claims Administrator no later than **April 24, 2023**, requesting permission to speak at the Final Approval Hearing. Such letter should be signed and should contain a brief statement of the position that you wish to put before the Judge at the Final Approval Hearing and the basis for that position. The Judge may, or may not, grant the request.

If the Judge issues a proposed Final Approval Order, the parties will jointly seek the Court's approval and adoption of the Final Approval Order.

15. Where Can I Get Additional Information?

This Notice provides only a summary of the matters relating to the proposed settlement. You may contact Class Counsel as follows:

KINGSLEY & KINGSLEY, APC
Eric B. Kingsley, Esq.
Liane Katzenstein Ly, Esq.
Jessica Bulaon, Esq.
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Facsimile: (818) 990-2903

You may also contact the Claims Administrator as follows:

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

**PLEASE DO NOT CALL OR CONTACT THE COURT WITH QUESTIONS ABOUT
THE PROPOSED SETTLEMENT OR THE SETTLEMENT PROCESS.**

REQUEST FOR EXCLUSION

**DO NOT SUBMIT THIS FORM IF YOU WANT TO RECEIVE
PAYMENT FROM THE SETTLEMENT**

***Mayra Morales v. Eurostampa California, LLC, Superior Court of California,
County of Napa, Case No. 22CV000095***

You must complete this Request for Exclusion to exclude yourself or “opt out” of the Settlement. You must complete, sign, date, and mail this Exclusion Form by First-Class U.S. mail postmarked on or before April 24, 2023, and addressed to the Claims Administrator at the following address in order to exclude yourself from the Settlement:

MAIL TO:

**ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Toll Free: (888) 250.6810**

INSTRUCTIONS

- A. You must complete, sign, date, and mail this Request for Exclusion to exclude yourself or “opt out” of the Settlement. Your Exclusion Form must be postmarked on or before April 24, 2023, or it will be rejected and you will be bound by the terms of the Settlement. Your Request for Exclusion also must be filled out completely, signed, and dated before the deadline, or it will be rejected.
- B. You are responsible for maintaining a copy of the fully completed Request for Exclusion and proof of mailing.
- C. If you move, please send the Claims Administrator your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

**I have received notice of the class action settlement in
*Mayra Morales v. Eurostampa California, LLC, Superior Court of California,
County of Napa, Case No. 22CV000095***

It is my decision not to participate in the settlement and not to be a member of the settlement class. I understand I will not be paid a settlement award and I will not be bound by the terms of the settlement.

Name: _____

Address: _____

Last four digits of Social Security No. _____

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Sign your name here

Date

AVISO DE ACUERDO DE ACCIÓN DE CLASE PROPUESTO

SI TRABAJÓ PARA EUROSTAMPA CALIFORNIA, LLC EN CUALQUIER MOMENTO ENTRE EL 2 DE AGOSTO DE 2017 Y EL 15 DE DICIEMBRE DE 2022, PUEDE TENER DERECHO AL DINERO DE ESTE ACUERDO

Un tribunal autorizó este Aviso. No está siendo demandado. Este aviso no es una oferta de representación por parte de un abogado.

El 10 de enero de 2023, el Tribunal en esta acción otorgó la aprobación preliminar de un acuerdo propuesto como se establece en la Estipulación para el Acuerdo de Acción de Clase y Acción Representativa ("Acuerdo de Conciliación") con respecto a la demanda mencionada anteriormente ("la Demanda"). Usted está recibiendo este Aviso porque ha trabajado para el Demandado Eurostampa California, LLC ("Eurostampa") en California como empleado no exento durante uno o más períodos de pago entre el 2 de agosto de 2017 y el 15 de diciembre de 2022 ("Período de la Clase") y puede tener derecho a compartir los fondos que se pondrán a disposición para el acuerdo propuesto de esta demanda de acción de clase.

No se le está demandando. Sin embargo, sus derechos pueden verse afectados por los procedimientos legales en la Demanda. Si el acuerdo propuesto de esta demanda colectiva recibe la aprobación final del Tribunal, es posible que tenga derecho a que se le pague una parte de los fondos del acuerdo propuesto.

NO tiene que hacer nada si desea participar en este acuerdo. Se le enviará un cheque por correo.

POR FAVOR, LEA TODO ESTE AVISO DETENIDAMENTE. SUS DERECHOS PUEDEN VERSE AFECTADOS POR EL ACUERDO PROPUESTO DESCRITO EN ESTE AVISO.

Usted ha recibido este Aviso porque los registros de Eurostampa's indican que es un miembro de la Clase del Arreglo. Este aviso está diseñado para informarle acerca de **sus 3 opciones en este Acuerdo**, todas las cuales dependen de la aprobación final del Acuerdo por parte del Tribunal.

SUS 3 OPCIONES

1. No hacer nada: **RECIBIRÁ** dinero del Acuerdo y liberará cualquier reclamación que pueda tener contra Eurostampa en relación con su empleo.

2. Excluirse del Acuerdo: **NO** recibirá **ningún** dinero de este Acuerdo y no estará obligado por este Acuerdo; o

3. Objetar el Acuerdo: Usted **LIBERARÁ** todas las reclamaciones que pueda tener contra Eurostampa que estén cubiertas por este Acuerdo a menos que presente oportunamente una Solicitud de Exclusión.

1. ¿De qué trata este caso?

Mayra Morales ("Demandante") fue empleada por Eurostampa. La Demandante alega que Eurostampa no pagó salarios y/o horas extras; no proporcionó descansos para comer que cumplieran con los requisitos; no proporcionó pausas para recesos que cumplieran con los requisitos; no reembolsó los gastos comerciales; no proporcionó declaraciones salariales que cumplieran con los requisitos; y no pagó oportunamente todos los salarios adeudados a la terminación del empleo. La Demandante también ha alegado prácticas comerciales desleales y busca sanciones bajo la Ley de Fiscales Generales Privados de California ("PAGA"). Las partes han acordado resolver esta disputa sin que Eurostampa haya encontrado ninguna constatación de infracción.

La Demanda se resuelve como una "acción de clase". En una demanda de acción de clase, el demandante, también conocido como representante de la clase, demanda en nombre de sí mismo y de otras personas con reclamaciones similares ("Miembros de la Clase"). Según los registros de Eurostampa, usted fue empleado por Eurostampa en California como empleado no exento en algún momento entre el 2 de agosto de 2017 y el 15 de diciembre de 2022. Por lo tanto, usted es un Miembro de la Clase en esta Demanda y puede recibir dinero del Acuerdo de Conciliación.

Si el Tribunal aprueba el Acuerdo de Conciliación en la Audiencia de Aprobación Final programada para el **6 de junio de 2023**, el Acuerdo de Conciliación obligará a todos los miembros de la Clase que no se hayan excluido del Acuerdo de Conciliación. Si el Tribunal no aprueba el Acuerdo propuesto, el Acuerdo de Conciliación no tendrá efecto ni valor precedente en ningún procedimiento posterior de la Demanda o en cualquier otro litigio.

2. ¿Cómo recibo el dinero del Acuerdo?

Usted no tiene que hacer nada para recibir dinero del Acuerdo de Conciliación. Se le enviará automáticamente un cheque por correo si el Tribunal otorga la aprobación final del Acuerdo de Conciliación y si no se excluye del Acuerdo de Conciliación.

3. ¿Estaré sujeto a medidas disciplinarias o represalias si participo en el Acuerdo?

No.

4. ¿A cuánto asciende el Acuerdo?

Eurostampa, LLC ha acordado pagar \$155,000.00 (el "Valor Bruto del Fondo") para resolver todas las reclamaciones que surjan de la Demanda. Después de deducir los honorarios y costos de los abogados, las adjudicaciones de mejoras representativas de la clase y el pago a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California del Valor Bruto del Fondo, el monto restante (el "Monto Neto del Acuerdo") se distribuirá automáticamente a los Miembros de la Clase que no se excluyen del Acuerdo de Conciliación.

5. ¿Cuánto dinero recibiré?

El Monto Neto del Acuerdo se pagará a los Miembros de la Clase que no presenten una Solicitud de Exclusión.

Si no presenta una Solicitud de Exclusión, su parte individual del Monto Neto del Acuerdo se calculará en función del número total de semanas de trabajo que trabajó durante el Período de la Clase como se refleja en los registros de Eurostampa. El número de semanas de trabajo que trabajó se dividirá por todas las semanas de trabajo trabajadas por la Clase durante el Período de la Clase, multiplicado por el Monto Neto del Acuerdo (es decir, (número de semanas de trabajo individuales trabajadas/semanas de trabajo totales trabajadas por la Clase) x Monto Neto del Acuerdo). Su participación en el Monto Neto del Acuerdo será menos las porciones de los empleados de los impuestos de retención estatales y federales, incluidas las contribuciones FICA, FUTA y SDI de los empleados y

cualquier otra deducción de nómina aplicable requerida por la ley. Las semanas de trabajo se determinarán a partir de los registros de Eurostampa.

Tendrá 180 días para cobrar su cheque. En el caso de que su cheque de liquidación no se cobre después de 180 días, su parte del Fondo Neto del Acuerdo se transferirá al Estado de California de conformidad con la ley estatal.

Su Monto Estimado de Liquidación Individual es \$ _____. Esta cantidad puede cambiar dependiendo de las decisiones del Tribunal.

6. ¿Cuándo recibiré el dinero?

Si el Tribunal otorga la aprobación final del acuerdo el **6 de junio de 2023** y usted no presentó una Solicitud de Exclusión, el Administrador de Reclamaciones le enviará un cheque por su Monto del Acuerdo a más tardar el **28 de agosto de 2023**.

7. ¿Puedo disputar mi parte del Acuerdo?

Sí. Para hacerlo, debe enviar por correo pruebas documentales que respalden la cantidad de semanas de trabajo que trabajó durante el Período de la Clase al Administrador de Reclamaciones a más tardar el 24 de abril de 2023.

8. ¿Puedo excluirme del Acuerdo?

Sí. Si se excluye del acuerdo propuesto, **NO** recibirá **ningún** pago del acuerdo y no estará sujeto a los términos del Acuerdo de Conciliación. Para excluirse, debe completar la Solicitud de Exclusión adjunta y enviarla por correo al Administrador de Reclamaciones con matasellos a más tardar el 24 de abril de 2023. **NO** recibirá ningún dinero de este acuerdo si devuelve la Solicitud de Exclusión.

Si envía una Solicitud de Exclusión inoportuna o incompleta, seguirá sujeto a los términos de este acuerdo.

9. ¿Puedo objetar al Acuerdo?

Sí. Para hacerlo, debe enviar por correo una declaración de objeción firmada y por escrito al Administrador de Reclamaciones a la dirección que figura en la última página de este Aviso con el nombre del caso u otra información de identificación, su nombre completo, la dirección actual de su casa (o correo), los últimos cuatro dígitos de su número de Seguro Social y los motivos de la objeción.

Su objeción debe ser matasellada a más tardar el **24 de abril de 2023** al Administrador de Reclamaciones en la dirección que figura en la última página de este Aviso.

Si no hace su objeción de la manera especificada anteriormente, se considerará que ha renunciado a cualquier objeción y se le excluirá de hacer cualquier objeción (ya sea por apelación o de otro modo) al Acuerdo de Conciliación, o cualquier aspecto del acuerdo propuesto, incluyendo, sin limitación, la imparcialidad, razonabilidad o adecuación del acuerdo propuesto, la adjudicación de incentivos a los representantes de la clase, o cualquier adjudicación de honorarios de abogados o reembolso de costos y gastos.

Si el Tribunal rechaza su objeción, usted seguirá estando obligado por los términos del Acuerdo de Conciliación a menos que haya presentado una Solicitud de Exclusión válida y oportuna.

10. ¿Qué sucede si no hago nada?

Recibirá dinero de este acuerdo y estará obligado por la Liberación que se describe a continuación.

11. ¿A qué derechos estoy renunciando?

Tras la aprobación final del Tribunal, cada Miembro de la Clase del Acuerdo que no haya presentado oportunamente una Solicitud de Exclusión válida liberará a Eurostampa, y sus afiliados actuales y anteriores y todos sus funcionarios, directores, propietarios, socios, empleados, agentes, servidores, representantes registrados, abogados, aseguradores, sucesores y cesionarios, y cualquier otra persona que actúe a través de, bajo o en concierto con cualquiera de ellos, de todas y cada una de las reclamaciones por cualquier presunto incumplimiento en el pago de todos los salarios adeudados (incluido el salario mínimo y los salarios por horas extraordinarias), reclamaciones relacionadas con el redondeo, períodos de gracia, tolerancia de turnos, cálculos de tarifas regulares, falta de pago de todas las horas trabajadas (incluyendo el trabajo fuera de horario), no proporcionar períodos de comida y descanso, períodos de comida y descanso cortos/tardíos, no relevar de todos los deberes durante los períodos de comida y descanso, no pagar oportunamente los salarios y los salarios finales, no calcular adecuadamente la tasa regular de pago, ponerse y quitarse, trabajo o pruebas o inspecciones antes o después del turno, reclamos de reembolso de gastos, tiempo de informe, no proporcionar, permitir o pagar correctamente la licencia por enfermedad bajo todas las leyes estatales o federales (incluyendo pero no limitado a la Ley de Respuesta al Coronavirus de Familias Primero), no proporcionar declaraciones salariales precisas incluyendo reclamaciones derivadas y/o relacionadas con estas reclamaciones, daños liquidados, conversión de salarios, violaciones de mantenimiento de registros, falta de pago de multas por tiempo de espera o violaciones de la Ley de Normas Justas de Trabajo.

12. ¿Quién es el representante de la clase?

El Tribunal ha designado a la Demandante Mayra Morales como Representante de la Clase para representarlo en este acuerdo. Ella le pedirá al Tribunal que apruebe una adjudicación de mejora por un monto que no exceda los \$5,000.00 que se pagará del Valor Bruto del Fondo para compensarla por sus esfuerzos en la presentación y asistencia con el enjuiciamiento de la Demanda y en llegar a este acuerdo en su nombre.

13. ¿Cómo se pagarán los honorarios de los abogados de la clase?

No es necesario que pague ninguna parte de los honorarios y costos de los abogados de la Clase o de Eurostampa. Todo el pago de los honorarios y costos de los abogados de la Clase se deducirá del Valor Bruto del Fondo. Los Abogados de la Clase han litigado activamente este asunto desde el 27 de enero de 2022. Es costumbre que los tribunales otorguen a los abogados de la clase honorarios basados en un porcentaje del acuerdo máximo total para el beneficio de una clase. En este caso, los Abogados de la Clase solicitarán una adjudicación de 1/3 del Valor Bruto del Fondo por un monto que no exceda los \$51,666.67 en honorarios de abogados por su trabajo en el enjuiciamiento de esta Demanda y la obtención de este Acuerdo en su nombre. Los Abogados de la Clase también buscarán el reembolso de los costos y gastos en los que hayan incurrido en nombre de la Clase, estimados en no más de \$4,000.00, que se pagarán del Valor Bruto del Fondo.

Los Abogados de la Clase solicitarán al Tribunal la aprobación de los honorarios, costos y gastos de sus abogados en la Audiencia de Aprobación Final programada para el **6 de junio de 2023**. La cantidad real otorgada será determinada por el Tribunal para garantizar que la cantidad de honorarios, costos y gastos de los abogados sea razonable.

14. ¿ Cuándo y dónde es la Audiencia de Aprobación Final?

La Audiencia de Aprobación Final se ha programado para el **2 de junio de 2023** a las _____, ante la Honorable Cynthia P. Smith en el Departamento A del Tribunal Superior del Condado de Napa ubicado en 825 Brown Street, Napa, California, 94559, momento en el cual el Juez Smith determinará: (1) si el acuerdo propuesto debe aprobarse como justo, razonable y adecuado para los Miembros de la Clase; (2) si la solicitud del Abogado de la Clase para una adjudicación de honorarios, costos y gastos de abogados, y en qué cantidad; (3) si la solicitud de una adjudicación de mejora para el Representante de la Clase debe aprobarse, y en qué cantidad; y (4) si la Orden de Aprobación Final y el Juicio propuestos deben ser ingresados por el Tribunal. La fecha y hora de la Audiencia de Aprobación Final pueden cambiar sin previo aviso. Comuníquese con el Administrador de Reclamaciones a la dirección y al teléfono indicados en la Sección 15 a continuación para averiguar si ha habido un cambio en la fecha y hora de la Audiencia de Aprobación Final.

No es necesario que asista a la Audiencia de Aprobación Final.

Usted es bienvenido a asistir a la Audiencia Final de Equidad y Aprobación, a su propio costo. Puede solicitar permiso para hablar con el Juez en la Audiencia de Aprobación Final. Usted puede contratar a su propio abogado a su propio costo para hablar en la Audiencia de Aprobación Final, a su propio costo. Si desea hablar en la Audiencia de Aprobación Final, debe pedir permiso al Juez. Para hacerlo, envíe una carta al Tribunal (a la dirección establecida anteriormente) con una copia al Administrador de Reclamaciones a más tardar el **24 de abril de 2023**, solicitando permiso para hablar en la Audiencia de Aprobación Final. Dicha carta debe estar firmada y debe contener una breve declaración de la posición que desea presentar ante el Juez en la Audiencia de Aprobación Final y la base para esa posición. El juez puede, o no, conceder la solicitud.

Si el Juez emite una Orden de Aprobación Final propuesta, las partes buscarán conjuntamente la aprobación del Tribunal y la adopción de la Orden de Aprobación Final.

15. ¿Dónde puedo obtener más información?

Este Aviso proporciona solo un resumen de los asuntos relacionados con el acuerdo propuesto. Puede ponerse en contacto con los Abogados de la Clase de la siguiente manera:

KINGSLEY & KINGSLEY, APC
Eric B. Kingsley, Abg.
Liane Katzenstein Ly, Abg.
Jessica Bulaon, Abg.
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Teléfono: (818) 990-8300
Fax: (818) 990-2903

También puede ponerse en contacto con el Administrador de Reclamaciones de la siguiente manera:

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

**POR FAVOR NO LLAME NI SE CONTACTE CON EL TRIBUNAL CON PREGUNTAS
SOBRE EL CASO, EL ACUERDO DE CLASE PROPUESTO O EL PROCESO DE
ADMINISTRACIÓN DEL ACUERDO.**

SOLICITUD DE EXCLUSIÓN

NO ENVÍE ESTE FORMULARIO SI DESEA RECIBIR EL PAGO DEL ACUERDO

***Mayra Morales c/ Eurostampa California, LLC, Tribunal Superior de California,
Condado de Napa, Caso No. 22CV000095***

Debe completar esta Solicitud de Exclusión para excluirse u optar por no participar en el Acuerdo. Debe completar, firmar, fechar y enviar por correo este Formulario de exclusión por correo de primera clase de los EE.UU. con matasellos del 24 de abril de 2023 o antes y dirigido al Administrador de Reclamaciones a la siguiente dirección para excluirse del Acuerdo:

ENVIAR A:

**ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Número gratuito: (888) 250.6810**

INSTRUCCIONES

- A. Debe completar esta Solicitud de Exclusión para excluirse u optar por no participar en el Acuerdo. Su Formulario de Exclusión debe tener matasellos del 24 de abril de 2023 o antes, o será rechazado y quedará sujeto a los términos del Acuerdo. Su Solicitud de Exclusión también debe completarse por completo, firmarse y fecharse antes de la fecha límite, o será rechazada.
- B. Usted es responsable de mantener una copia de la Solicitud de Exclusión completamente totalmente completa y el comprobante de envío.
- C. Si se muda, envíe al Administrador de Reclamaciones su nueva dirección. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador de Reclamaciones.

**Recibí notificación del acuerdo de demanda de acción de clase en
*Mayra Morales c/ Eurostampa California, LLC, Tribunal Superior de California,
Condado de Napa, Caso No. 22CV000095***

Es mi decisión no participar en el acuerdo y no ser miembro de la clase del acuerdo. Entiendo que no se me pagará una adjudicación del acuerdo y no estaré obligado por los términos del acuerdo.

Nombre: _____

Dirección _____

Últimos cuatro dígitos del No. De Seguro Social _____

Declaro bajo pena de perjurio, según las leyes del Estado de California, que lo anterior es verdadero y correcto.

Firme su nombre aquí

Fecha

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 8, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF MAKENNA SNOW OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

William Zev Abramson, Esq.
ABRAMSON LABOR GROUP
3580 Wilshire Blvd., Ste 1260
Los Angeles, CA 90010-2513
wza@abramsonlabor.com

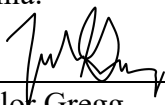
Andrew M. McNaught, Esq.
Robin E. Devaux, Esq.
SEYFARTH SHAW LLP
560 Mission Street., Ste 3100
San Francisco, CA 94105-2930
amcnaught@seyfarth.com
rdevaux@seyfarth.com

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 8, 2023, at Los Angeles, California.



Taylor Gregg