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Attorneys for Plaintiff
NADIA ESTRADA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

NADIA ESTRADA, individually, and on behalf
of other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

BELSHIRE ENVIRONMENTAL SERVICES,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 30-2022-01262282-CU-OE-CXC

**DECLARATION OF NICK CASTRO OF
ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: March 22, 2024
Time: 1:30 p.m.
Dept.: CX103

1 I, Nick Castro, 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, *Estrada*
6 *v. Belshire Environmental Services, Inc.* matter. I am authorized to make this declaration on behalf
7 of 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 Proposed Class Action and PAGA*
18 *Settlement*, in both English and Spanish (referred to as “Notice Packet”); (c) receiving and
19 processing requests for exclusion and objections to the Settlement, if applicable; (d) resolving
20 Settlement Class Members’ disputes over the number of workweeks Defendant has record of them
21 working during the Class Period, which was pre-printed on their individualized Class Notice; (e)
22 establishing a QSF account and calculating individual settlement award amounts; (f) processing
23 and mailing settlement award checks; (g) handling tax withholdings as required by the Settlement
24 and the law; (h) preparing, issuing and filing tax returns and other applicable tax forms; (i) handling
25 the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing
26 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

1 4. On November 29, 2023, ILYM Group received the Court approved text for the
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel prior to mailing.

4 5. On November 30, 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 individual, the number of
7 Workweeks worked for each Class Member during the Class Period. The data file was uploaded to
8 our database and checked for duplicates and other possible discrepancies. The Class List contained
9 223 individuals.

10 6. As part of the preparation for mailing, all 223 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On December 8, 2023, the Notice Packet was mailed, in both English and Spanish,
19 via U.S First Class Mail, to all 223 individuals contained in the Class List. Attached hereto, as
20 **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

21 8. As of the date of this declaration, 5 Notice Packets have been returned to our office
22 as undeliverable. Of the 5 returned Notice Packets, none included a returned with a forwarding
23 address. ILYM Group performed a computerized skip trace on the 5 returned Notice Packets that
24 did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-
25 mailing the Notice Packet. As a result of this skip trace, 3 updated addresses were obtained and the
26 Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S. First Class
27 Mail.

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

Specifically, 3 Notice Packets 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 2 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 received 1 request for exclusion from Class Member Steven Peng. The deadline to request exclusion from the Settlement was February 6, 2024.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was February 6, 2024.

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

14. As of the date of this declaration, ILYM Group will report a total of 222 Participating Class Members, representing 99.55% of the 223 Settlement Class Members.

15. The escalator clause of the Settlement Agreement provides that if the number of Workweeks worked by the Class Members during the Class Period ultimately exceeds the Certified Workweek Amount of 21,361 Workweeks by more than 10% (i.e., by more than 2,136 Workweeks), then the Gross Settlement Amount shall increase proportionally to the extent the increase in the number of Workweeks exceeds the 10% threshold. The total number of Workweeks worked by the Participating Class Members during the Class Period is 21,890. Therefore, the escalator clause was not triggered.

16. 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 Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Fees and Expenses, the Class Representative Service Payments, Claims Administration Fees to ILYM Group, and the PAGA allocation. I am informed by Class Counsel that, although the Settlement allows for attorney's fees of up to \$262,500 (i.e., 35% of the Gross Settlement Amount), Plaintiff only intends to request a fee award in the amount of \$250,000.00 (i.e., one-third of the

Gross Settlement Amount). Accordingly, the Net Settlement Amount is estimated to be \$404,950.00, as follows:

Gross Settlement Amount	\$750,000.00
Class Counsel Fees	\$250,000.00
Class Counsel Costs	\$30,000.00
Class Representative Service Payments – Estrada	\$7,500.00
ILYM Group Fees	\$7,550.00
LWDA	\$37,500.00
PAGA Allocation to Aggrieved Employees	\$12,500.00
Net Settlement Amount	\$404,950.00

17. To determine a Participating Class Member’s Individual Class Payment, the Net Settlement Amount shall be divided among all Participating Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Participating Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Participating Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross Individual Class Payment of \$1,824.10, with the estimated highest gross Individual Class Payment being \$4,828.32 .and the estimated lowest gross Individual Class Payment being \$18.50.

18. The Individual PAGA Payments to the PAGA Members will be calculated based on the PAGA Member’s number of Workweeks worked during the PAGA Period. The distribution will be divided among all PAGA Members on a pro rata basis, based on the ratio of the applicable PAGA Workweeks worked by each PAGA Member during the PAGA Period, to the total number of applicable PAGA Workweeks worked by all PAGA Members during the PAGA Period. There are a total of 161 PAGA Members who worked a total of 10,081 Workweeks during the PAGA Period. Based on these figures, the PAGA Members will receive an estimated average Individual PAGA Payment of \$77.64, with the estimated highest Individual PAGA Payment being \$142.59 and the estimated lowest Individual PAGA Payment being \$1.24

19. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$7,550.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform. A true and correct copy of ILYM Group's invoice for administration of this matter is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 1st day of March 2024, at Tustin, California.

Nick Castro
NICK CASTRO

EXHIBIT “A”

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

To:	All current and former non-exempt or hourly-paid employees who are or were employed by Belshire Environmental Services, Inc. in the State of California at any time from May 31, 2018, through May 31, 2023.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Belshire Environmental Services, Inc. (“Defendant”) on May 31, 2022 in the Orange County Superior Court, Case No. 30-2022-01262282-CU-OE-CXC (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Plaintiff alleges that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). Defendant expressly denies any wrongdoing or liability to Plaintiff or any current or former non-exempt employee of Defendant. Defendant is confident that it has strong legal and factual defenses to the above claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct has been lawful at all times relevant, that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Nadia Estrada, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from May 31, 2018 through May 31, 2023. All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). This Settlement is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. On December 4, 2023 the Court granted preliminary approval of the Settlement, appointed Plaintiff Nadia Estrada as the Class Representative, and appointed their attorneys at Parker & Minne, LLP and Lawyers for Justice, PC as counsel for the Class (“Class Counsel”). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between May 31, 2018 through May 31, 2023.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide ?

The Settlement provides that Defendant will pay a maximum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

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

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount or Two Hundred Sixty-Two Thousand Five Hundred Dollars (\$262,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed Ten Thousand Dollars (\$10,000.00); and
- E. **PAGA Penalties** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$37,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to hourly-paid, non-exempt employees of Defendant in the state of California at any time from March 23, 2021, to May 31, 2023 (“PAGA Members”) for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from May 31, 2018 through May 31, 2023 (“Workweeks”). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from March 23, 2021, through May 31, 2023. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

6. How Much Will I Receive From the Settlement?

According to Defendant’s Records, you worked:

«CLASS_Workweeks_» workweeks during the Class Period (May 31, 2018, through May 31, 2023); and
«PAGA_Workweeks» workweeks during the PAGA Period (March 23, 2021, through May 31, 2023).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$«Estimated_Individual_Class_Payment», and your Individual PAGA Payment (if applicable) is estimated to be \$«Estimated_Individual_PAGA_Payment».

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment, and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must submit a written dispute to the Settlement Administrator. The written dispute must include: (i) your name, address, telephone number, and last four digits of your social security number and/or employee ID number; (ii) a state explaining why you believe the number of workweeks listed in this notice; and (iii) any documentation you have supporting such dispute. All disputes regarding workweeks must be mailed, emailed, or faxed to the Settlement Administrator **by no later than February 6, 2024**. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator. The Court may review the Administrator's decision on any workweek disputes.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

The Settlement Administrator's contact information is listed below:

ILYM GROUP, INC.
P.O. Box 26170, Tustin, CA 92781
Telephone No. (888) 250-6810
Fax No. (888) 845-6185
Email Address: Claims@ilymgroup.com

7. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

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

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

The "Released Parties" include Defendant Belshire Environmental Services, Inc. and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative Complaint in this action, including the following claims: (i) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. The Released Class Claims pertains to the period of May 31, 2018, through May 31, 2023.

In addition, All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Notice, including failure to pay overtime compensation, failure to pay

minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 and the Industrial Welfare Commission Order (“Released PAGA Claims”). The Released PAGA Claims pertains to the period of March 23, 2021, through May 31, 2023. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

9. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Estrada v. Belshire Environmental Services, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail **by February 6, 2024**. You cannot exclude yourself by phone.

ILYM Group, Inc.
P.O. Box 26170, Tustin, CA 92781
Telephone No. (888) 250-6810
Fax No. (888) 845-6185
Email Address: Claims@ilymgroup.com

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims. The Court will ultimately decide the validity and authenticity of any requests to be excluded from the Settlement.

10. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

11. If I exclude myself, can I get money from the Settlement?

No (except if you worked between May 23, 2021, through May 31, 2023, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and LAWYERS FOR JUSTICE, P.C. as counsel for the Class for Settlement purposes. The firms' contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

LAWYERS FOR JUSTICE, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Class Counsel will ask the Court for attorneys' fees of up to \$262,500.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator **no later than February 6, 2024**. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing at 1:30 p.m. on March 22, 2024, in Department CX103 of the Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701, and make an objection at that time, regardless of whether you submitted a written objection. The Court has final authority as to the consideration and admissibility of any objections to the Settlement.

14. What is the difference between objecting and requesting to be excluded?

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold the Final Approval Hearing at 1:30 p.m. on March 22, 2024, in Department CX103 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

16. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. The link for remote appearances can be found by clicking on the link for Department CXC103 at <https://www.occourts.org/media-relations/aci.html>. A copy of the Court's tentative ruling on the Motion for Final

Approval may be posted at <https://www.occourts.org/directory/civil/tentative-rulings/>. Tentative rulings are typically posted the day before the hearing.

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

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

IF YOU DO NOTHING

18. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, as well as other important documents in the case, such as the operative Complaint, this notice, and the Court's order granting preliminary approval of the Settlement, from the Settlement Administrator's website at www.ilymgroup.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also download copies of the Settlement Agreement by accessing the Court's Case Access Portal at <https://www.occourts.org/online-services/case-access/>, and searching for case number 30-2022-01262282-CU-OE-CXC. If you use the Court's Case Access Portal, the Settlement Agreement is attached as Exhibit 1 to the Second Supplemental Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

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

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

**ESTE ES UN AVISO AUTORIZADO POR EL TRIBUNAL. NO ES UNA SOLICITUD.
POR FAVOR, LEA ATENTAMENTE ESTE AVISO.
SUS DERECHOS LEGALES SE VEN AFECTADOS YA SEA QUE ACTÚE O NO ACTÚE.**

Para: Todos los empleados actuales y anteriores no exentos o pagados por hora que son o fueron empleados de Belshire Environmental Services, Inc. en el estado de California en cualquier momento entre el 31 de mayo de 2018, hasta el 31 de mayo de 2023.

INFORMACIÓN BÁSICA

1. ¿De qué se trata este acuerdo?

El 31 de mayo de 2022, un ex empleado de Belshire Environmental Services, Inc. ("Demandado") inició una demanda en el Tribunal Superior del condado de Orange, caso no.30-2022-01262282-CU-OE-CXC ("La Demanda"). La Demanda afirma que el Demandado violó secciones del Código Laboral de California y el Código de Negocios y Profesiones de California. Específicamente, el Demandante alega que el Demandado no proporcionó períodos de alimentación y descanso, ni el pago de primas asociadas, no pagó oportunamente a los empleados todos los salarios adeudados durante y al terminar la relación laboral, no proporcionó declaraciones salariales precisas, no mantuvo los registros de nómina requeridos, no reembolsó a los empleados los gastos operativos necesarios, y participó en prácticas comerciales desleales. La Demanda afirma que el Demandado violó el Código Laboral de California y el Código de Negocios y Profesiones de California, lo que da derecho a los Miembros de la Demanda a, *entre otras cosas*, compensaciones por daños y perjuicios, sanciones legales y restitución. La Demanda también busca recuperar sanciones civiles de conformidad con la Ley de Fiscales Generales Privados de California de 2004 ("PAGA"). El Demandado niega expresamente cualquier irregularidad o responsabilidad ante el Demandante o cualquier empleado actual o anterior no exento del Demandado. El Demandado confía en que tiene sólidas defensas legales y fácticas para los reclamos anteriores, pero reconoce los riesgos, las distracciones y los costos asociados con el litigio. El Demandado sostiene que su conducta ha sido legal en todo momento relevante, que las reclamaciones de la Demandante no tienen mérito y no cumplen con los requisitos para la certificación de demanda colectiva. El tribunal no se ha pronunciado sobre el fondo del asunto.

2. ¿Por qué ésta es una demanda colectiva?

En una demanda colectiva, una o más personas llamadas Representante(s) de la Demanda Colectiva (en este caso, Nadia Estrada, también conocida como "Demandante"), demandan en nombre de personas que parecen tener reclamos similares (en este caso, todos los empleados actuales y anteriores no exentos o pagados por hora que son o fueron empleados por el Demandado en el Estado de California en cualquier momento a partir del 31 de mayo, 2018 hasta el 31 de mayo de 2023). En este Aviso se hace referencia a todas estas personas como Miembros del Grupo de Demandantes. En una demanda colectiva, un tribunal resuelve los problemas de todos los Miembros del Grupo en una Demanda, excepto aquellos que se excluyen del Grupo. El Tribunal Superior del condado de Orange está a cargo de esta demanda colectiva.

3. ¿Por qué hay un acuerdo?

El Tribunal no ha fallado a favor ni de la Demandante, ni del Demandado. En su lugar, ambas partes llegaron a un Acuerdo que se escruta en la Estipulación Conjunta de la Demanda Colectiva y el Acuerdo PAGA ("Acuerdo" o "Arreglo"). Este Acuerdo no es una admisión de responsabilidad por parte del Demandado. Ambas partes acuerdan que, en vista de los riesgos y gastos asociados con la continuación del litigio, este Acuerdo es justo, adecuado y razonable. El 4 de diciembre de 2023, el Tribunal otorgó la aprobación preliminar del Acuerdo, designó a la Demandante Nadia Estrada como Representante del Grupo y designó a sus abogados en Parker & Minne, LLP y Lawyers for Justice, PC como abogados del Grupo ("Abogados del Grupo"). La Representante del Grupo y los Abogados del Grupo consideran que el Acuerdo es lo mejor para el Grupo.

¿QUIÉN FORMA PARTE DEL ACUERDO?

4. ¿Cómo sé si soy parte del acuerdo?

Usted es parte del Acuerdo y miembro del grupo de la Demanda si fue empleado por el Demandado como empleado no exento o pagado por hora en el estado de California en cualquier momento entre el 31 de mayo de 2018 y el

¿QUÉ OBTENGO DEL ACUERDO?

5. ¿Qué establece el Acuerdo?

El Acuerdo establece que el Demandado pagará un máximo de Setecientos Cincuenta Mil Dólares (\$750,000.00) ("Monto Bruto del Acuerdo"). Esto incluye todos los costos y honorarios profesionales de los Abogados del Grupo de la Demanda.

El "Monto Neto del Acuerdo" es la parte del Monto del Acuerdo del Grupo de la Demanda que estará disponible para su distribución entre los Miembros del Grupo que no presenten solicitudes de exclusión oportunas y válidas a cambio de la liberación de sus reclamos colectivos. El Monto Neto del Acuerdo es el Monto del Acuerdo del Grupo menos los siguientes montos (que están sujetos a la aprobación del Tribunal):

- A. **Honorarios profesionales de los Abogados de la Demanda** que no excederán el 35% del monto del Acuerdo o doscientos sesenta y dos mil quinientos dólares (\$262,500.00);
- B. **Gastos del litigio y gastos de los Abogados de la Demanda** que no excederán los treinta mil dólares (\$30,000.00);
- C. **Pago de Compensación al Representante de la Demanda** por un monto que no exceda los siete mil quinientos dólares (\$7,500.00) a la Demandante;
- D. **Gastos de administración del Acuerdo** el cual se estima que no exceda los diez mil dólares (\$10,000.00); y
- E. **Multas de PAGA** por un monto de cincuenta mil dólares (\$50,000.00) para la resolución de reclamos que surjan bajo la Ley de Abogados Generales Privados de 2004 (PAGA). El setenta y cinco por ciento (75%) de esta cantidad (\$37,500.00) se pagará a la LWDA. El veinticinco por ciento (25%) restante (\$12,500.00) se distribuirá a los empleados no exentos pagados por hora del Demandado en el estado de California en cualquier momento desde el 23 de marzo de 2021 hasta el 31 de mayo de 2023 ("Miembros de PAGA") para la liberación de sus reclamos que surjan en virtud de PAGA.

Los Miembros del Grupo tienen derecho a recibir un Pago Individual del Monto Neto del Acuerdo, que se determina de forma *prorrataada* en función del número de semanas que cada Miembro del Grupo trabajó para el Demandado como empleado no exento pagado por hora entre el 31 de mayo de 2018 hasta el 31 de mayo de 2023 ("Semanas laborales"). Su Pago de Demanda Individual se prorrateará como veinte por ciento (20%) de salarios, cuarenta por ciento (40%) de intereses y cuarenta por ciento (40%) de multas. La parte salarial del Pago de Demanda Individual estará sujeta a retención de los impuestos del empleado y se declarará en un Formulario W-2. Los impuestos sobre la nómina del lado del empleador se pagarán por separado y adicionalmente del Monto Bruto de Liquidación. Las multas y las porciones de intereses del pago del acuerdo de cada miembro del grupo no estarán sujetas a ninguna retención y se declararán en un Formulario 1099 del IRS.

Los Miembros de PAGA son elegibles para recibir un Acuerdo Individual de PAGA de la porción del 25% de las Multas de PAGA asignadas al pago de los empleados, que se determina de forma *prorrataada* en función de la cantidad de semanas que cada Miembro de PAGA trabajó para el Demandado como empleado no exento pagado por hora del Demandado entre el 23 de marzo de 2021 hasta el 31 de mayo de 2023. Cada Pago Individual de PAGA se asignará como multas del cien por ciento (100%), que se declararán en un Formulario 1099 del IRS (si corresponde). Los Miembros de PAGA recibirán un Acuerdo Individual de PAGA incluso si presentan una Solicitud de Exclusión.

6. ¿Cuánto recibiré del Acuerdo?

De acuerdo con los registros del Demandado, usted trabajó:

«CLASS_Workweeks_» semanas de trabajo durante el Período de la Demanda (desde el 31 de Mayo de 2018 hasta el 31 de mayo de 2023); y

«PAGA_Workweeks» semanas de trabajo durante el Período PAGA (desde el 23 de marzo de 2021 hasta el 31 de mayo de 2023).

Con base en el número de semanas de trabajo que se le acreditan, su Pago Individual de la Demanda se estima en \$«Estimated Individual Class Payment», y su Pago Individual PAGA (si aplica) se estima en \$«Estimated Individual PAGA Payment».

El proceso de aprobación del acuerdo puede tardar varios meses. Su Pago Individual de Demanda y/o Pago Individual de PAGA (si corresponde) reflejado en este Aviso es solo una estimación. Su Pago Individual de Demanda real y/o Pago de PAGA Individual (si corresponde) puede ser mayor o menor. Los pagos se distribuirán solo después de que el Tribunal otorgue la aprobación final del Acuerdo y después de que el Acuerdo entre en vigencia.

Su Pago Individual de Demanda y/o Pago Individual de PAGA se determinó en base al registro de empleo del Demandado, y se presume que son correctos. Si usted disputa la exactitud de dichos registros en cuanto a la cantidad de semanas trabajadas durante el Período de la Demanda Colectiva, debe presentar una disputa por escrito al Administrador del Acuerdo. La disputa por escrito debe incluir: (i) su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de seguro social y/o número de identificación de empleado; (ii) una declaración que explique por qué cree que el número de semanas laborales enumeradas en este aviso no es correcto; y (iii) cualquier documentación que tenga para respaldar su argumento. Todas las disputas relacionadas con las semanas laborales deben enviarse por correo, correo electrónico o fax al Administrador del Acuerdo a más tardar el 6 de febrero de 2024. Todas las disputas relacionadas con sus semanas de trabajo serán resueltas y decididas por las Partes o, si las Partes no pueden llegar a un acuerdo, el Administrador del Acuerdo lo hará, después de que usted presente pruebas a éste. El Tribunal puede revisar la decisión del Administrador sobre cualquier disputa de semana laboral.

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Individuales de la Demanda y los Pagos Individuales de PAGA se enviarán por correo a la dirección que figura en los archivos del Administrador del Acuerdo. **Si la dirección a la que se envió por correo este Aviso sobre la demanda colectiva no es correcta, o si se muda después de recibir esta Notificación,, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurarse de recibir el pago al que puede tener derecho en virtud del Acuerdo.**

La información de contacto del Administrador del Acuerdo es la siguiente:

ILYM GROUP, INC.
Apartado postal 26170, Tustin, CA 92781
No. de teléfono (888) 250-6810
No. de fax (888) 845-6185
Correo electrónico: Claims@ilymgroup.com

7. ¿Cómo puedo obtener el pago?

No necesita hacer nada para recibir el pago de su porción del Acuerdo.

8. ¿A qué renuncio si no solicito ser excluido/a del Acuerdo?

Una vez financiado el Monto Bruto del Acuerdo, a cambio de la contraprestación establecida por el Acuerdo, la Demandante y todos los Miembros de la Demanda que no presenten una solicitud de exclusión oportuna liberarán a las "Partes Exoneradas" de las "Reclamaciones Colectivas Exoneradas" para el Período de la Demanda.

Las "Partes Exoneradas" incluyen al Demandado Belshire Environmental Services, Inc. y sus funcionarios, directores, miembros, gerentes, empleados, agentes, representantes, abogados, aseguradoras, socios, inversionistas, accionistas, administradores, empresas matrices, subsidiarias, afiliadas, divisiones, predecesores, sucesores, cesionarios y empresas conjuntas pasados, presentes, sucesores, cesionarios y empresas conjuntas.

Las "Reclamaciones Colectivas Exoneradas" se refieren a todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción que se alegan, o que razonablemente podrían haberse alegado en función de los alegatos y reclamaciones fácticas afirmadas en la Demanda operativa de esta acción, incluidas las siguientes reclamaciones: (i) Violación de las secciones 510 y 1198 del Código Laboral de California (horas extras no pagadas); (2) Violación de las secciones 226.7 y 512(a) del Código Laboral de California (primas no pagadas del período de alimentación); (3) Violación del Código Laboral de California § 226.7 (primas del período de descanso no pagado); (4) Violación del Código Laboral de California §§ 1194, 1197 y 11971. (salarios mínimos no pagados); (5) Violación de las secciones 201 y 202 del Código Laboral de California (salarios finales no pagados a tiempo); (6) Violación del Código Laboral de California § 204 (salarios no pagados oportunamente durante el empleo); (7) Violación del Código Laboral de California § 226(a) (declaraciones salariales que no cumplen con los requisitos); (8) Violación del Código Laboral de

California § 1174 (d) (falta de mantenimiento de los registros de nómina requeridos); (9) Violación de las secciones 2800 y 2802 del Código Laboral de California (gastos operativos no reembolsados); y (10) Violación del Código de Negocios y Profesiones de California §§ 17200, et seq. basado en violaciones de las secciones 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800 y 2802 del Código Laboral. Las Demandas colectivas exoneradas corresponden al período comprendido entre el 31 de mayo de 2018 y el 31 de mayo de 2023.

Además, se considerará que todos los Miembros de PAGA han liberado, resuelto, comprometido, renunciado y descargado de forma total, definitiva y para siempre, todas y cada una de las reclamaciones de recuperación de sanciones civiles, honorarios de abogados y costos permitidos en virtud de PAGA que los Miembros de PAGA hayan tenido, o puedan tener, contra las Partes Exoneradas, que surjan de las violaciones alegadas en la Demanda o en el Aviso de PAGA. incluyendo la falta de pago de la compensación por horas extras, la falta de pago de salarios mínimos, la falta de proporcionar períodos para la alimentación y el descanso, la falta de pago de las primas de los períodos de alimentación y descanso, la falta de pago de todos los salarios adeudados al momento del despido o la renuncia; falta de pago puntual de los salarios durante el empleo; no proporcionar declaraciones salariales completas y precisas; no mantener registros de nómina completos y precisos; la falta de reembolso de los gastos operativos relacionados con el trabajo; y violaciones de las secciones 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698 y siguientes, 2800 y 2802 del Código Laboral y la Orden de la Comisión de Bienestar Industrial ("Reclamaciones PAGA Liberadas"). Las Reclamaciones PAGA Liberadas pertenecen al período comprendido entre el 23 de marzo de 2021 y el 31 de mayo de 2023. Se considerará que todos los Miembros de PAGA han renunciado a las Reclamaciones de PAGA Exoneradas contra las Partes Exoneradas, independientemente de si presentan una solicitud de exclusión del acuerdo de la Demanda Colectiva.

EXCLUIRSE A SÍ MISMO/A DE LA LIBERACIÓN DE LAS RECLAMACIONES QUE NO SON DE PAGA

Si desea conservar el derecho de demandar o continuar demandando al Demandado con respecto a las Reclamaciones colectivas exoneradas, debe presentar una solicitud de exclusión de conformidad con los requisitos establecidos en el presente documento. Si se excluye, no recibirá el pago del Monto Neto de Liquidación. Sin embargo, si es elegible, aún recibirá un pago por un monto igual a su parte *prorrata* estimada de las Multas de PAGA porque la Solicitud de Exclusión no se aplica a la reclamación de PAGA.

9. ¿Cómo puedo no participar en el Acuerdo?

Para excluirse de la liberación de las Reclamaciones colectivas exoneradas, debe presentar una solicitud de exclusión por escrito. Ésta debe incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de seguro social y/o número de identificación de empleado. Su solicitud de exclusión también debe incluir una declaración de que no desea ser incluido/a en esta acción similar a la siguiente: Deseo excluirme del acuerdo de demanda colectiva alcanzado en el asunto *Estrada v. Belshire Environmental Services, Inc.* Entiendo que al excluirme no recibiré dinero de la parte colectiva del acuerdo".

La solicitud de exclusión por escrito debe enviarse por correo, correo electrónico o fax al Administrador del Acuerdo a la dirección que se indica a continuación, por correo postal, fax o correo electrónico de EE. UU. antes del **6 de febrero de 2024**. No puede excluirse por teléfono.

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No. de fax (888) 845-6185
Correo electrónico: Claims@ilymgroup.com

Si solicita ser excluido/a, no recibirá el pago de ninguna parte del Monto Neto del Acuerdo y no podrá objetar el Acuerdo. Usted no estará legalmente obligado/a por la liberación de las Reclamaciones Colectivas Exoneradas. Es posible que pueda demandar al Demandado y/o a las Partes Exoneradas, o continuar con cualquier demanda que tenga pendiente contra el Demandado y/o las Partes Exoneradas, con respecto a las Reclamaciones Colectivas Exoneradas. El Tribunal decidirá en última instancia la validez y autenticidad de cualquier solicitud de exclusión del Acuerdo.

10. Si no me excluyo a mí mismo/a ¿Puedo demandar al Demandado por lo mismo luego?

No. A menos que presente una solicitud de exclusión, renuncia al derecho de demandar al Demandado y a las Partes Exoneradas por las Reclamaciones Colectivas Exoneradas. Si tiene una demanda pendiente relacionada con las Demandas colectivas liberadas, hable con su abogado en esa demanda de inmediato.

11. Si me excluyo a mí mismo/a ¿Puedo obtener dinero del Acuerdo?

No (excepto si trabajó entre el 23 de mayo de 2021 y el 31 de mayo de 2023, en cuyo caso seguirá recibiendo su Pago Individual de PAGA por las reclamaciones de PAGA liberadas. Pero si presenta una solicitud de exclusión oportuna y válida, conserva cualquier derecho que pueda tener para demandar, continuar demandando o ser parte de una demanda diferente contra y/o las Partes Exoneradas por Reclamaciones Colectivas Exoneradas.

LOS ABOGADOS QUE LOS REPRESENTAN

12. ¿Tengo un abogado representándome en este caso?

El Tribunal ha aprobado a PARKER & MINNE, LLP y LAWYERS FOR JUSTICE, P.C. como abogados del Grupo para propósitos del Acuerdo. La información de contacto de las empresas es:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Teléfono: (310) 882-6833
Fax: (310) 889-0822

LAWYERS FOR JUSTICE, PC
Edwin Aiwasian
Arby Aiwasian
Joanna Ghosh
Yasmin Hosseini
410 West Arden Avenue, Suite 203
Glendale, California 91023
Teléfono: (818) 265-1020
Fax: (818) 265-1021

Los Abogados de la Demanda solicitarán al Tribunal honorarios profesionales por hasta \$262,500.00 y el reembolso de los costos/gastos del litigio de hasta \$30,000.00. Estos montos están sujetos a la aprobación del Tribunal y el Tribunal puede otorgar menos de estos montos.

OBJETAR EL ACUERDO

13. ¿Cómo le digo al Tribunal que no me gusta el Acuerdo?

Si usted es un Miembro del Grupo de demandantes, puede objetar el Acuerdo y puede dar razones de por qué cree que el Tribunal no debería aprobarlo. El Tribunal tendrá en cuenta sus puntos de vista. Para objetar, debe enviar su objeción por correo, correo electrónico o fax al Administrador del Acuerdo **a más tardar el 6 de febrero de 2024**. Su objeción debe incluir su nombre personal, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social o número de identificación de empleado, y la razón específica de su objeción. También puede asistir a la Audiencia Final de Aprobación a la 1:30 p.m. el 22 de marzo de 2024, en el Departamento CX103 del Tribunal Superior del condado de Orange, 751 W. Santa Ana Boulevard, Santa Ana, California 92701, y presentar una objeción en ese momento, independientemente de si presentó una objeción por escrito. El Tribunal tiene la autoridad final en cuanto a la consideración y admisibilidad de cualquier objeción al Acuerdo.

14. ¿Cuál es la diferencia entre objetar y ser excluido/a?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Usted puede objetar solo si permanece en el Grupo. Excluirse a sí mismo/a es decirle al Tribunal que no desea ser parte del Acuerdo. Si se excluye, no tiene motivos para objetar porque el caso ya no le afecta.

AUDIENCIA DE JUSTICIA DEL TRIBUNAL

El Tribunal celebrará una audiencia para decidir si otorga la aprobación final del Acuerdo ("Audiencia de Aprobación Final"). Puede asistir, pero no tiene que asistir.

15. ¿Cuándo y dónde decidirá el Tribunal si aprueba o no el Acuerdo?

El Tribunal llevará a cabo la Audiencia de Aprobación Final a la 1:30 p.m. el 22 de marzo de 2024, en el Departamento CX103 del Tribunal Superior del condado de Orange, ubicado en 751 W. Santa Ana Boulevard, Santa Ana, California 92701. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y determinará si otorga la aprobación final del Acuerdo. Si hay objeciones, el Tribunal las considerará.

16. ¿Tengo que asistir a la audiencia?

No. Si está de acuerdo con el Acuerdo, no tiene que ir a la corte para hablar sobre él. Sin embargo, puede asistir. También puede contratar a su propio abogado, de su bolsillo, para que asista en su representación. Puede asistir en persona, pero también puede asistir de forma remota si lo desea. El enlace para comparecencias remotas se puede encontrar haciendo clic en el enlace del Departamento CXC103 en <https://www.occourts.org/media-relations/aci.html>. Una copia de la decisión provisional de la Corte sobre la Moción de Aprobación Final puede publicarse en <https://www.occourts.org/directory/civil/tentative-rulings/>. Por lo general, los fallos provisionales se publican el día antes de la audiencia.

17. ¿Cómo sabré si el Acuerdo fue aprobado?

Se publicará un aviso de sentencia definitiva en el sitio web del Administrador del Acuerdo ubicado en www.ilymgroup.com.

SI NO HACE NADA

18. ¿Qué pasa si no hago nada?

Si no hace nada, recibirá su parte del Acuerdo y liberará las Reclamaciones colectivas exoneradas. Usted no podrá iniciar una demanda, continuar con una demanda, o ser parte de cualquier otra demanda contra el Demandado y/o las Partes Exoneradas sobre las Reclamaciones Exoneradas, nunca más. Su Pago Individual de Demanda y el Pago Individual de PAGA (si corresponde) se le enviarán por correo y seguirán siendo válidos y negociables durante 180 días. Si no cobra el cheque por su Pago Individual de Demanda y Pago Individual de PAGA (si corresponde) dentro de los 180 días, estos fondos se transferirán al Contralor del Fondo de Propiedad No Reclamada del Estado de California. A continuación, puede reclamar estos fondos desde allí.

OBTENER MÁS INFORMACIÓN

19. ¿Cómo obtengo más información?

Este aviso resume el Acuerdo propuesto. Encontrará más detalles en el Acuerdo de conciliación. Puede obtener una copia de éste, así como otros documentos importantes del caso, tales como la Demanda operativa, este aviso y la orden del Tribunal que otorga la aprobación preliminar del Acuerdo, en el sitio web del Administrador del Acuerdo en www.ilymgroup.com, o comunicándose con el Administrador del Acuerdo o los Abogados de la Demanda Colectiva por teléfono o correo electrónico. También puede descargar copias del Acuerdo de Conciliación accediendo al Portal de Acceso a Casos del Tribunal en <https://www.occourts.org/online-services/case-access/> y buscando el número de caso 30-2022-01262282-CU-OE-CXC. Si utiliza el Portal de Acceso a Casos del Tribunal, el Acuerdo de Conciliación se adjunta como Anexo 1 a la Declaración Complementaria de S. Emi Minne en apoyo de la moción de la Demandante para la Aprobación Preliminar del Acuerdo de Demanda Colectiva.

¿QUÉ PASA SI MI INFORMACIÓN CAMBIA?

20. ¿Qué pasa si mi información de contacto cambia?

Es su responsabilidad informar al Administrador del Acuerdo de su información actualizada para garantizar la recepción de los pagos del Acuerdo o las comunicaciones relacionadas con este asunto. Puede cambiar o actualizar su información de contacto poniéndose en contacto con el Administrador del Acuerdo.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O LA DEMANDA AL SECRETARIO DEL TRIBUNAL O AL JUEZ

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Estrada v. Belshire Environmental

Wednesday, March 29, 2023

Requesting Law Firm:	Parker & Minne, LLP
Law Firm Contact:	S. Emi Minne
E-Mail Address:	emi@parkerminne.com
ILYM Group Contact:	Lisa Mullins
E-Mail Address:	Lisa@ilymgroup.com
Contact Number:	949.508.0845

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Estimated Class Size	225
Estimated Percentage of Undeliverable Mail	20%
ILYM Group Static Website	Yes
Certified Spanish Translation	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	6	\$420.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Fee	\$50.00	1	\$50.00
Toll-Free Call Center Support	Flat Fee	\$150.00	1	\$150.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website, Includes Hosting	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Fee	\$750.00	1	Waived

Subtotal \$3,620.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	225	\$337.50
USPS First Class Postage 2 ounce	Per Piece	\$0.80	225	\$180.00
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.00	45	\$90.00
Storage, Photocopies, Deliveries	Flat Fee	\$250.00	1	\$250.00

Subtotal \$857.50

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check Stub & Release - (including W-2 & 1099)	Per Check	\$1.50	225	\$337.50
Check Mailing Postage	Per Piece	\$0.60	225	\$135.00
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.00	23	\$45.00
Preparation of Taxes	Hourly	\$125.00	8	\$1,000.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,117.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	4	\$400.00
Project Manager Final Reporting	Hourly	\$120.00	4	\$480.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$250.00	2	\$500.00
Declarations	Hourly	\$125.00	2	\$250.00

Subtotal \$1,630.00

Total Case Estimate: \$10,875.00

Discounted Case Estimate: \$7,550.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.