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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**

11 JOSEPH JONES, as an individual and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 CHANDLER AGGREGATES, INC., a
16 California Corporation; and DOES 1
through 100,

17 Defendants.
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Case No. CVRI2204692

*[Assigned for all purposes to Hon. Harold W.
Hopp, Dept.1]*

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: June 25, 2025
Time: 8:30 a.m.
Dept.: 1

Action Filed: October 27, 2022
Trial Date: None Set

1 I, Nicole Bench, declare as follows:

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

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

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

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1 4. On March 3, 2025, 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 March 14, 2025, 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, last known e-mail address, the dates of employment worked for each
7 individual, the number of Workweeks worked for each Settlement Class Member during the Class
8 Period, and the number of Workweeks worked for each Aggrieved Employee during the PAGA
9 Period. The data file was uploaded to our database and checked for duplicates and other possible
10 discrepancies. The Class List contained 189 individuals.

11 6. As part of the preparation for mailing, all 189 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 March 24, 2025, the Notice Packet was mailed, in both English and Spanish, via
20 U.S First Class Mail, to all 189 individuals contained in the Class List. Attached hereto, as **Exhibit**
21 **A**, is a true and correct copy of the mailed Notice Packet.

22 8. As of the date of this declaration, 5 Notice Packets have been returned to our office
23 as undeliverable. Of the 5 returned Notice Packets, none included a return with a forwarding address
24 provided by the USPS. ILYM Group performed a computerized skip trace on all 5 returned Notice
25 Packets that did not have a forwarding address, in an effort to obtain an updated address for the
26 purpose of re-mailing the Notice Packet. As a result of this skip trace, 4 updated addresses were
27 obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members, via
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1 U.S. First Class Mail. In addition, one (1) Settlement Class Member contacted us during the
2 response period requesting that a new Notice Packet be re-mailed to them.

3 9. As of the date of this declaration, a total of 5 Notice Packets have been re-mailed.
4 Specifically, 4 Notice Packets were re-mailed as a result of ILYM Group's skip tracing efforts, and
5 1 Notice Packet was re-mailed as a result of a re-mail request by a Settlement Class Member.

6 10. As of the date of this declaration, a total of one (1) Notice Packet has been deemed
7 undeliverable as no updated address was found notwithstanding the skip tracing.

8 11. As of the date of this declaration, ILYM Group has received one (1) request for
9 exclusion from the following individual: Hunter McGowen. The deadline to request exclusion from
10 the Settlement was May 23, 2025. Attached hereto, as **Exhibit B**, is a true and correct copy of the
11 request for exclusion.

12 12. As of the date of this declaration, ILYM Group has not received any written
13 objections to the Settlement. The deadline to file a written objection to the Settlement was May 23,
14 2025.

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

17 14. As of the date of this declaration, ILYM Group will report a total of 188
18 Participating Class Members, representing 99.47% of the 189 Settlement Class Members. The total
19 number of Workweeks worked by the Participating Class Members during the class period is
20 28,262. As of the date of this declaration, the Escalator Clause has not been triggered.

21 15. Participating Class Members will receive a proportional share of the Net Settlement
22 Amount through individual settlement payments, based on the number of Workweeks worked by
23 Class Members during the Class Period. The Net Settlement Amount is the amount remaining after
24 deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel
25 Attorney Fees and Litigation Costs, the Class Representative Service Payment, Administration Fees
26 to ILYM Group, and the PAGA Penalties allocation, e.g.,

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Maximum Gross Settlement Amount	\$1,400,000.00
Class Counsel Attorney's Fees (1/3)	\$466,666.67
Class Counsel Attorney Costs	\$64,559.23
Class Representative Enhancement Payment	\$10,000.00
Administration Fees to ILYM Group	\$6,450.00
PAGA Penalties	\$50,000.00
Net Settlement Amount	\$802,324.10

16. To determine a Participating Settlement Class Member's individual settlement payment from the NSA, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Settlement Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Settlement Class Members will receive an estimated average gross payment of \$4,267.68, with the estimated highest gross payment being \$9,396.69, and the estimated lowest gross payment being \$28.39.

17. In addition, ILYM Group will report 134 Aggrieved Employees who worked 14,483 Workweeks during the PAGA Period. The PAGA payment shares to the Aggrieved Employees will be calculated based on the Aggrieved Employee's number of Workweeks worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Aggrieved Employee during the PAGA Period, to the total number of Applicable Workweeks worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated average payment of \$93.28, with the estimated highest payment being \$152.77.

18. Plaintiff, Joseph Jones, will receive an estimated gross payment of \$4,574.91.

19. Defendant shall be responsible for paying the Employer's share of Payroll Taxes separately and in Addition to the Gross Settlement Amount for any portion that is designated as wages. As of the date of this declaration, Defendant's estimated portion of the payroll taxes on the portion of Individual Settlement Payments allocated as 1/3 wages is \$53,087.11.

20. 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 \$6,450.00. 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. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's Invoice.

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 28th day of May 2025, at Tustin, California.

Nicole Bench
NICOLE BENCH

EXHIBIT “A”

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Joseph Jones v. Chandler Aggregates, Inc.

Riverside County Superior Court

Case No.: CVRI2204692

To: All current and former non-exempt employees of Chandler Aggregates, Inc. in California who worked at any time between October 27, 2018, and February 28, 2025.

PLEASE READ CAREFULLY

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Joseph Jones v. Chandler Aggregates, Inc.*, Riverside County Superior Court Case No. CVRI2204692 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Chandler Aggregates, Inc.’s (hereinafter “Defendant”) records show that you were employed by Defendant as a non-exempt employee in California between October 27, 2018, and February 28, 2025 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Joseph Jones (“Plaintiff”) brought this Action against Defendant, seeking to assert claims on behalf of a class of all current and former employees who worked for Defendant in California during the Class Period. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

In the Action, Plaintiff alleges that Defendant: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to reimburse necessary business expenses; (6) engaged in unfair, unlawful business practices; and (7) is liable for civil penalties under the Private Attorneys’ General Act (“PAGA”).

A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as agents of the state’s labor law enforcement agencies. By acting as a private attorney general, an “aggrieved employee” who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go to the state’s Labor and Workforce Development Agency (“LWDA”), and the remaining 25% of penalties are distributed evenly among all aggrieved employees.

Defendant denies that it has done anything wrong. Defendant also denies that it owes Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant’s policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of their decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class:	Attorneys for Defendant:
HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	ATKINSON, ANDELSON, LOYA, RUUD & ROMO Ronald W. Novotny (SBN 100041) rnovotny@aallrr.com Joshua N. Lange (SBN 269016) joshua.lange@aallrr.com 400 South Hope Street, Suite 1200 Los Angeles, California 90071 Tel: (562) 653-3200 Fax: (562) 653-3333 aallrr.com

What are the terms of the Settlement?

On February 28, 2025, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees of Defendant in California who worked at any time during the Class Period. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$1,400,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Class Members, Class Counsel’s attorneys’ fees and expenses, Settlement administration costs, PAGA civil penalties, and the Class Representative Enhancement Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$466,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$80,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$6,450.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$10,000.00 to compensate him for his service and extra work provided on behalf of Class Members.

PAGA Civil Penalties. The parties have agreed to allocate \$50,000.00 towards the Settlement of the PAGA claims in the Action. \$37,500.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining \$12,500.00 will be allocated to PAGA Aggrieved Employees (as defined below) as the “PAGA Amount” as described below.

Calculation of Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion form (described below). The NSA is estimated at approximately \$786,883.33, and will be divided as follows:

- (i) Each Settlement Class member (except those who submit a timely and valid Request for Exclusion) will receive a payment from the NSA calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member’s number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.
- (ii) All current and former non-exempt employees of Defendant in California who worked at any time between October 27, 2021, and February 28, 2025 (the “PAGA Period”) are known as PAGA Aggrieved Employees. Each PAGA Aggrieved Employee will receive a share of the PAGA Amount (\$12,500.00) proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.

Payments to Class Members. If the Court grants final approval of the Settlement, Settlement Payments will be mailed via First Class Mail to all Class Members who did not submit a valid and timely Request for Exclusion from the Settlement.

Allocation and Taxes. For tax purposes, each Settlement Payment shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as 1/3 wages, and 2/3 penalties and interest. The Settlement Administrator will be responsible for issuing participating Class Members IRS Forms W-2 for the amounts allocated as “wages” and IRS Form 1099 for the amounts allocated as penalties and interest. Any payment made from the PAGA Amount shall be treated as 100% penalties and reported on an IRS Form 1099. Class Members are responsible for the proper income tax treatment of the individual settlement payments. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, Plaintiff and every member of the Settlement Class (except those who submit a valid and timely Request for Exclusion) will fully release and discharge Defendant, together with its officers, directors, employees and agents (“Defendant Releasees”) from all claims and allegations made in the operative complaint in the Action, or which could have been made in the Action based on the factual allegations therein, including all claims for unpaid minimum wages, overtime, meal and rest period premiums/wages, unreimbursed expenses, recordkeeping, penalties, violations of Labor Code §§ 204, 218, 218.5, 218.6, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1194.5, 1197, 2802, 2804, Industrial Wage Commission Wage Order 16-2001, and Business and Professions Code § 17200 as it relates to the underlying Labor Code claims referenced above, interest, fees, and costs associated with claims described in this Section (collectively the “Released Claims”). The period of the Released Claims shall mirror the Class Period.

Plaintiff and the State of California, release all claims for statutory penalties under PAGA that could have been sought by the Labor Commissioner for the PAGA violations identified in Plaintiff's pre-filing letter to the LWDA dated October 27, 2022, that arose during the PAGA Period (the “PAGA Release”). Plaintiff does not release any PAGA Aggrieved Employee's claim for wages or damages. The period of the PAGA Release shall mirror the PAGA Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked for Defendant during the Class Period. You also will be bound by the Settlement, including the release of claims stated above. PAGA Aggrieved Employees will receive their share of the PAGA Amount regardless of whether they opt-out of the Class Release.

What other options do I have?

Dispute Information in Notice of Settlement Payment. Your award is based on the proportionate number of workweeks you worked for Defendant during the Class Period, as well as the proportionate number of workweeks you worked during the PAGA Period. The information contained in Defendant's records regarding each of these factors, along with your estimated Settlement Payment, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to **ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**. Any disputes, along with supporting documentation, must be postmarked no later than **May 23, 2025. DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make any adjustments approved by the Parties.

According to Defendant's records:

- (a) You worked for Defendant in California from «**Original_Hire_Date**» to «**Release_Date**»;
- (b) You worked «**Class_Weeks**» workweeks for Defendant in California between October 27, 2018, and February 28, 2025;
- (c) There were a total of 28,289 workweeks worked for Defendant in California by all Class Members between October 27, 2018, and February 28, 2025;
- (d) You worked «**PAGA_Workweeks**» workweeks for Defendant in California between October 27, 2021, and February 28, 2025; and
- (e) There were a total of 14,483 workweeks worked for Defendant in California by all PAGA Aggrieved Employees between October 27, 2021, and February 28, 2025.

Based on the above, your Settlement Payment is estimated at \$«**Total_Est_Payment**». The average Settlement Payment is estimated at \$4,163.40. The lowest Settlement Payment to a Class Member is estimated at \$27.82. The highest Settlement Payment to a Class Member is estimated at \$9,207.06. The average PAGA payment is approximately \$93.28.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class action settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than **May 23, 2025**, with your name, address, telephone number and the last four digits of your Social Security number (or such sufficient information to accurately identify you as a Class Member. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at **ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, and shall be barred from participating in any portion of the Class Action Settlement. However, you may not opt out of the PAGA Settlement, and you will still be entitled to a portion of the PAGA Amount as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may submit the Objection Form provided to **ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**. Your written objection should include your name, address, and last four digits of your social security number (or such sufficient information to accurately identify you as a person entitled to object to the settlement). You should also state the nature and basis for the objection. Objections should be in writing, signed, and must be postmarked on or before **May 23, 2025**. An Objection Form is included with this Notice.

You may also appear at the Final Approval Hearing scheduled for June 25, 2025, at 8:30 a.m., in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence should state the name and number of the case, which is *Joseph Jones v. Chandler Aggregates, Inc.*, Riverside County Superior Court Case No. CVRI2204692.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on June 25, 2025, at 8:30 a.m., in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, settlement administration costs, and the Class Representative Enhancement Payment. The Final Approval Hearing may be postponed without further notice to Class Members. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at www.riverside.courts.ca.gov by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit A to the Declaration of Andrew J. Rowbotham In Support of Plaintiff's Motion For Preliminary Approval of Class Action and PAGA Action Settlement, filed on January 13, 2025. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **May 23, 2025**. These deadlines will be strictly enforced.

REQUEST FOR EXCLUSION FORM

Joseph Jones v. Chandler Aggregates, Inc.
RIVERSIDE COUNTY SUPERIOR COURT
Case No.: CVRI2204692

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE MAY 23, 2025, ADDRESSED AS FOLLOWS:

Joseph Jones v. Chandler Aggregates, Inc.
c/o ILYM Group, inc.
P.O. BOX 2031
TUSTIN, CA 92781
FAX: (888) 845-6185
E-MAIL: CLAIMS@ILYMGROUP.COM

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *Joseph Jones v. Chandler Aggregates, Inc.*, Riverside County Superior Court Case No. CVRI2204692.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *JOSEPH JONES V. CHANDLER AGGREGATES, INC.*, RIVERSIDE SUPERIOR COURT CASE NO. CVRI2204692.

I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

Name: _____ Last Four Digits of Social Security Number: ____ _

Address: _____

Date: _____ Signature: _____

OBJECTION FORM

Joseph Jones v. Chandler Aggregates, Inc.
RIVERSIDE COUNTY SUPERIOR COURT
Case No.: CVRI2204692

ALL OBJECTIONS MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR, ILYM GROUP, INC. AT P.O. BOX 2031, TUSTIN, CA 92781. ALL OBJECTIONS MUST BE POSTMARKED OR DELIVERED ON OR BEFORE MAY 23, 2025.

OBJECTING CLASS MEMBER INFORMATION:

Name: _____ Telephone Number: () ____ - _____

Address: _____ Last 4 SSN: _____

Date: _____ Signature: _____

DESCRIBE THE NATURE AND BASIS OF EACH OBJECTION AND PLEASE ATTACH ADDITIONAL PAGES IF NECESSARY:

DISPUTE FORM

Joseph Jones v. Chandler Aggregates, Inc.
RIVERSIDE COUNTY SUPERIOR COURT
Case No.: CVRI2204692

IF YOU DISAGREE WITH THE CREDITED WORKWEEKS CONTAINED ON THIS FORM, YOU MAY SUBMIT EVIDENCE TO SUPPORT WHAT YOU BELIEVE IS YOUR ACTUAL NUMBER OF WORKWEEKS DURING THE RELEVANT TIME PERIODS. ALL DISPUTES MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR, ILYM GROUP, INC. AT P.O. BOX 2031, TUSTIN, CA 92781, FAX: (888) 250-6810, OR E-MAIL: CLAIMS@ILYMGROUP.COM. ALL DISPUTES MUST BE POSTMARKED OR DELIVERED ON OR BEFORE MAY 23, 2025.

According to Defendant's records:

- (a) You worked for Defendant in California from «**Original_Hire_Date**» to «**Release_Date**»;
- (b) You worked «**Class Weeks**» workweeks for Defendant in California between October 27, 2018, and February 28, 2025;
- (c) There were a total of 28,289 workweeks worked for Defendant in California by all Class Members between October 27, 2018, and February 28, 2025;
- (d) You worked «**PAGA Workweeks** » workweeks for Defendant in California between October 27, 2021, and February 28, 2025; and
- (e) There were a total of 14,483 workweeks worked for Defendant in California by all PAGA Aggrieved Employees between October 27, 2021, and February 28, 2025.

PROVIDE ANY EVIDENCE TO SUPPORT WHAT YOU BELIEVE IS YOUR ACTUAL NUMBER OF WORKWEEKS DURING THE RELEVANT TIME PERIODS. PLEASE ATTACH ADDITIONAL PAGES IF NECESSARY:

«Case_Name»

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

YMID (Code»

ILYM ID: «ILYMID» «PC»

«first_name» «last_name»

«Address_»

«City», «state» «Zip»

Joseph Jones v. Chandler Aggregates, Inc.
Tribunal Superior del Condado de Riverside
N.º de caso: CVRI2204692

Para: Todos los empleados actuales y anteriores no exentos de Chandler Aggregates, Inc. en California que trabajaron en cualquier momento entre el 27 de octubre de 2018 y el 28 de febrero de 2025.

POR FAVOR, LEA ATENTAMENTE
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, YA SEA QUE ACTÚE O NO ESTE AVISO SE ENVÍA EN INGLÉS Y ESPAÑOL

¿Por qué debería leer este Aviso?

El Tribunal ha otorgado la aprobación preliminar de un acuerdo propuesto (el "Acuerdo") en el asunto de *Joseph Jones v. Chandler Aggregates, Inc.*, Tribunal Superior del Condado de Riverside, Caso No. CVRI2204692 (la "Acción"). Debido a que sus derechos pueden verse afectados por el Acuerdo, es importante que lea este Aviso cuidadosamente.

Es posible que tenga derecho a recibir dinero de este Acuerdo. Los registros del Demandado Chandler Aggregates, Inc. (en adelante, el "Demandado") muestran que usted fue empleado por el Demandado como empleado no exento en California entre el 27 de octubre de 2018 y el 28 de febrero de 2025 (el "Período de la Clase"). El Tribunal ordenó que se le envíe este Aviso porque es posible que tenga derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este Aviso es proporcionarle una breve descripción de la Acción, informarle de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo y explicar qué pasos puede tomar para participar, objetar o excluirse del Acuerdo. Si usted no se excluye del Acuerdo y el Tribunal finalmente aprueba el Acuerdo, estará obligado a los términos del Acuerdo y a cualquier sentencia definitiva.

¿De qué se trata este caso?

El Demandante Joseph Jones ("Demandante") inició esta Acción contra el Demandado, buscando hacer valer reclamaciones en nombre de una clase de todos los empleados actuales y anteriores que trabajaron para el Demandado en California durante el Período de la Clase. El Demandante es conocido como el "Representante de la Clase", y sus abogados, que también representan los intereses de todos los Miembros de la Clase, son conocidos como "Abogados de la Clase".

En la Acción, el Demandante alega que el Demandado: (1) no pagó todos los salarios mínimos; (2) no pagó todos los salarios de horas extras; (3) no proporcionó todos los períodos de comida; (4) no autorizó ni permitió todos los períodos de descanso; (5) no reembolsó los gastos comerciales necesarios; (6) incurrió en prácticas comerciales desleales e ilegales; y (7) es responsable de sanciones civiles en virtud de la Ley General de Abogados Privados ("PAGA").

Una acción PAGA es una forma de acción representativa que permite a los empleados demandantes actuar en nombre del gobierno como agentes de las agencias de aplicación de la ley laboral del estado. Al actuar como un fiscal general privado, un "empleado agraviado" que se ha visto afectado por al menos una violación del Código Laboral cometida por su empleador puede usar una acción de PAGA como un medio para cobrar sanciones civiles por esas violaciones. El 75% de las multas cobradas van a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA") del estado, y el 25% restante de las multas se distribuye de manera uniforme entre todos los empleados agraviados.

El demandado niega haber hecho algo malo. El demandado también niega que le deba a los Miembros del Grupo de demandantes salarios, restituciones, multas, daños y perjuicios u otras cantidades. En consecuencia, el Acuerdo constituye un compromiso de reclamaciones en disputa y no debe interpretarse como una admisión de responsabilidad por parte del Demandado, que niega expresamente toda responsabilidad.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del demandante. El Tribunal solo ha determinado que hay pruebas suficientes para sugerir que el Acuerdo propuesto podría ser justo, adecuado y razonable. Cualquier determinación final de si el Acuerdo propuesto es justo, adecuado y razonable se tomará en la Audiencia de Aprobación Final. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias con sus operaciones comerciales, el Demandado ha llegado a la conclusión de que es en su mejor interés resolver la Acción en los términos resumidos en este Aviso. Después de que el Demandado proporcionara información relevante a los Abogados del Grupo, se llegó al Acuerdo después de la mediación y las negociaciones en condiciones de plena competencia entre las partes.

El Representante del Grupo y los Abogados del Grupo respaldan el Acuerdo. Entre las razones de apoyo se encuentran las defensas de responsabilidad potencialmente disponibles para el Demandado, el riesgo inherente del juicio sobre el fondo y las demoras e incertidumbres asociadas con el litigio en curso.

Si usted todavía es empleado del Demandado, su decisión sobre si participar en el Acuerdo no afectará su empleo. La ley de California y la política del demandado prohíben estrictamente las represalias ilegales.

El Demandado no tomará ninguna acción laboral adversa contra ningún Miembro del Grupo ni lo atacará, tomará represalias o discriminará contra él debido a su decisión de participar o no en el Acuerdo.

¿Quiénes son los abogados?

Abogados del Demandante/Grupo del Acuerdo: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Abogados del demandado: ATKINSON, ANDELSON, LOYA, RUUD Y ROMO Ronald W. Novotny (SBN 100041) rnovotny@aalrr.com Joshua N. Lange (SBN 269016) joshua.lange@aalrr.com 400 South Hope Street, Suite 1200 Los Ángeles, California 90071 Tel: (562) 653-3200 Fax: (562) 653-3333 aalrr.com
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¿Cuáles son los términos del Acuerdo?

El 28 de febrero de 2025, el Tribunal certificó preliminarmente una clase, solo para fines de conciliación, de todos los empleados actuales y anteriores no exentos del Demandado en California que trabajaron en cualquier momento durante el Período de la Clase. Los Miembros del Grupo que no opten por no participar en el Acuerdo de conformidad con los procedimientos establecidos en este Aviso estarán obligados por el Acuerdo y renunciarán a sus reclamaciones contra el Demandado como se describe a continuación.

El Demandado ha acordado pagar \$1,400,000.00 (el "Monto Bruto del Acuerdo") para resolver completamente todas las reclamaciones en la Acción, incluidos los pagos a los Miembros del Grupo, los honorarios y gastos de los abogados de los Abogados del Grupo, los costos de administración del Acuerdo, las sanciones civiles de PAGA y el Pago de Mejora del Representante del Grupo.

Las siguientes deducciones del Importe Bruto de la Liquidación serán solicitadas por las partes:

Honorarios y gastos de abogados. Los Abogados del Grupo han estado procesando la Acción en nombre de los Miembros del Grupo sobre la base de honorarios de contingencia (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio. El Tribunal determinará el monto real otorgado a los Abogados del Grupo como honorarios de abogados, que se pagará con el Monto Bruto del Acuerdo. Los Miembros del Grupo no son personalmente responsables de ninguno de los honorarios o gastos de los abogados del Grupo de Abogados. Los Abogados del Grupo solicitarán hasta un tercio del Monto Bruto del Acuerdo, que actualmente se estima en \$466,666.67, como compensación razonable por el trabajo que los Abogados del Grupo realizaron y continuarán realizando en esta Acción hasta la finalización del Acuerdo. Los Abogados del Grupo también solicitarán el reembolso de hasta \$80,000.00 en costos verificados incurridos en relación con la Acción.

Costos de administración de la liquidación. El Tribunal ha aprobado a ILYM Group, Inc. para que actúe como el "Administrador del Acuerdo", quien le envía este Aviso y realizará muchas otras funciones relacionadas con el Acuerdo. El Tribunal ha aprobado apartar hasta \$6,450.00 del Monto Bruto del Acuerdo para pagar los costos de administración del acuerdo.

Pago de mejora del representante de la clase. Los Abogados del Grupo solicitarán al Tribunal que otorgue al Representante del Grupo un pago de mejora por un monto de \$10,000.00 para compensarlo por su servicio y trabajo adicional proporcionado en nombre de los Miembros del Grupo.

Sanciones civiles de PAGA. Las partes han acordado asignar \$50,000.00 para la Liquidación de las reclamaciones de PAGA en la Acción. \$37,500.00 se pagarán a la LWDA, lo que representa su participación del 75% de las sanciones civiles. Los \$12,500.00 restantes se asignarán a los Empleados Agravados de PAGA (como se define a continuación) como el "Monto de PAGA" como se describe a continuación.

Cálculo de los pagos de liquidación individual. Después de deducir los montos aprobados por el Tribunal anteriores, el saldo del Monto Bruto de la Liquidación formará el Monto Neto de la Liquidación ("NSA"), que se distribuirá a todos los Miembros del Grupo que no presenten un formulario de Solicitud de Exclusión válido y oportuno (descrito a continuación). La NSA se estima en aproximadamente \$786,883.33, y se dividirá de la siguiente manera:

- (i) Cada miembro del Grupo de la Conciliación (excepto aquellos que presenten una Solicitud de Exclusión oportuna y válida) recibirá un pago de la NSA calculado multiplicando la NSA por una fracción, cuyo numerador es el número de semanas laborales trabajadas por el miembro del Grupo de la Conciliación participante durante el Período de la Clase, y cuyo denominador es el total de semanas laborales trabajadas por todos los miembros del Grupo de la Conciliación participantes durante el Período de la Clase.
- (ii) Todos los empleados actuales y anteriores no exentos del Demandado en California que trabajaron en cualquier momento entre el 27 de octubre de 2021 y el 28 de febrero de 2025 (el "Período de PAGA") se conocen como Empleados Agravados de PAGA. Cada Empleado Agravado de PAGA recibirá una parte del Monto de PAGA (\$12,500.00)

proporcional a la cantidad de semanas laborales que trabajó durante el Período de PAGA en comparación con la cantidad de semanas laborales trabajadas por todos los Empleados Agraviados de PAGA durante el Período de PAGA.

Pagos a los Miembros del Grupo. Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos del Acuerdo se enviarán por correo de primera clase a todos los Miembros del Grupo que no presentaron una Solicitud de Exclusión válida y oportuna del Acuerdo.

Asignación e impuestos. A efectos fiscales, cada Pago de Liquidación se asignará de la siguiente manera: cualquier pago realizado con el Monto de PAGA se tratará como penalizaciones del 100%. Cualquier pago realizado con cargo al Monto Neto de Liquidación se asignará como 1/3 de salario y 2/3 de multas e intereses. El Administrador del Acuerdo será responsable de emitir los Formularios W-2 del IRS a los Miembros del Grupo participantes por los montos asignados como "salarios" y el Formulario 1099 del IRS por los montos asignados como multas e intereses. Cualquier pago realizado con el Monto de PAGA se tratará como multas del 100% y se informará en un Formulario 1099 del IRS. Los Miembros del Grupo son responsables del tratamiento adecuado del impuesto sobre la renta de los pagos individuales del acuerdo. El Administrador del Acuerdo, el Demandado y sus abogados, y los Abogados del Grupo no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros del Grupo deben consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciben en virtud del Acuerdo.

Lanzamiento. Si el Tribunal aprueba el Acuerdo, el Demandante y todos los miembros del Grupo del Acuerdo (excepto aquellos que presenten una Solicitud de Exclusión válida y oportuna) liberarán y liberarán completamente al Demandado, junto con sus funcionarios, directores, empleados y agentes ("Exonerados Demandados") de todas las reclamaciones y alegaciones hechas en la demanda operativa de la Acción, o que podrían haberse hecho en la Acción sobre la base de las alegaciones fácticas contenidas en la misma, incluyendo todas las reclamaciones por salarios mínimos no pagados, horas extras, primas/salarios de períodos de comida y descanso, gastos no reembolsados, mantenimiento de registros, sanciones, violaciones del Código Laboral §§ 204, 218, 218.5, 218.6, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1194.5, 1197, 2802, 2804, la Orden de Salarios de la Comisión de Salarios Industriales 16-2001 y el Código de Negocios y Profesiones § 17200 en lo que se refiere a las reclamaciones subyacentes del Código Laboral mencionadas anteriormente, intereses, tarifas y costos asociados con las reclamaciones descritas en esta Sección (colectivamente las "Reclamaciones Exoneradas"). El período de las Reclamaciones Exoneradas reflejará el Período de la Clase.

El Demandante y el Estado de California, renuncian a todas las reclamaciones por sanciones legales en virtud de PAGA que podrían haber sido solicitadas por el Comisionado Laboral por las violaciones de PAGA identificadas en la carta previa a la presentación del Demandante a la LWDA con fecha del 27 de octubre de 2022, que surgieron durante el Período de PAGA (el "Comunicado de PAGA"). El demandante no renuncia a ningún reclamo de salario o daño del empleado agraviado de PAGA. El período de la Liberación de PAGA reflejará el Período de PAGA.

Condiciones de liquidación. El Acuerdo está condicionado a que el Tribunal emita una orden en o después de la Audiencia de Aprobación Final que finalmente apruebe el Acuerdo como justo, razonable, adecuado y en el mejor interés del Grupo del Acuerdo, y a que se emita una Sentencia.

¿Cómo puedo reclamar dinero del Acuerdo?

No hacer nada. Si no hace nada, tendrá derecho a su parte del Acuerdo en función del número proporcional de semanas laborales que trabajó para el Demandado durante el Período de la Clase. Usted también estará obligado por el Acuerdo, incluida la liberación de reclamaciones mencionada anteriormente. Los Empleados Perjudicados de PAGA recibirán su parte del Monto de PAGA, independientemente de si optan por no participar en la Liberación de la Clase.

¿Qué otras opciones tengo?

Información sobre disputas en la notificación de pago de la liquidación. Su indemnización se basa en el número proporcional de semanas laborales que trabajó para el Demandado durante el Período de la Clase, así como en el número proporcional de semanas laborales que trabajó durante el Período de PAGA. La información contenida en los registros del Demandado con respecto a cada uno de estos factores, junto con su Pago de Liquidación estimado, se enumera a continuación. Si no está de acuerdo con la información que se enumera a continuación, puede presentar una disputa, junto con cualquier documentación de respaldo, a **ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**. Cualquier disputa, junto con la documentación de respaldo, debe tener matasellos a más tardar **el 23 de mayo de 2025. NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

El Administrador del Acuerdo determinará si se justifican los ajustes y, de ser así, consultará con las Partes y realizará los ajustes aprobados por las Partes.

De acuerdo con los registros del demandado:

- (a) Usted trabajó para el Demandado en California desde la «**Original_Hire_Date**» hasta la «**Release_Date**»;
- (b) Usted trabajó «**Class Weeks**» semanas laborales para el Demandado en California entre el 27 de octubre de 2018 y el 28 de febrero de 2025;
- (c) Hubo un total de 28,289 semanas laborales trabajadas para el Demandado en California por todos los Miembros del Grupo entre el 27 de octubre de 2018 y el 28 de febrero de 2025;

- (d) Trabajó **«PAGA Workweeks»** semanas laborales para el Demandado en California entre el 27 de octubre de 2021 y el 28 de febrero de 2025; y
- (e) Hubo un total de **14,483** semanas laborales trabajadas para el Demandado en California por todos los Empleados Perjudicados de PAGA entre el 27 de octubre de 2021 y el 28 de febrero de 2025.

Con base en lo anterior, su Pago del Acuerdo se estima en **«Total Est Payment»**. El pago promedio del acuerdo se estima en \$4,163.40. El Pago del Acuerdo más bajo a un Miembro del Grupo se estima en \$27.82. El Pago del Acuerdo más alto a un Miembro del Grupo se estima en \$9,207.06. El pago promedio de PAGA es de aproximadamente \$93.28.

Excluirse del acuerdo. Si **no** desea participar en el acuerdo de demanda colectiva, puede excluirse enviando al Administrador del Acuerdo un Formulario de Solicitud de Exclusión firmado a más tardar el **23 de mayo de 2025**, con su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social (o información suficiente para identificarlo con precisión como Miembro de la Clase). Se incluye un Formulario de Solicitud de Exclusión con este Aviso.

Envíe el Formulario de Solicitud de Exclusión directamente al Administrador del Acuerdo en **ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**. Cualquier persona que presente una Solicitud de Exclusión oportuna, una vez recibida por el Administrador del Acuerdo, dejará de ser Miembro de la Demanda Colectiva y se le prohibirá participar en cualquier parte del Acuerdo de Demanda Colectiva. Sin embargo, no puede optar por no participar en el Acuerdo de PAGA, y aún tendrá derecho a una parte del Monto de PAGA como se describe anteriormente. **No presente tanto una Disputa como una Solicitud de Exclusión.** Si lo hace, la Solicitud de Exclusión no será válida, se le incluirá en el Grupo de la Conciliación y estará sujeto a los términos de la Conciliación.

Objeción al acuerdo. También tiene derecho a objetar los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá estando obligado por los términos del Acuerdo. Si desea objetar el Acuerdo, o cualquier parte del mismo (con la excepción del Acuerdo de PAGA, al que no puede objetar), puede enviar el Formulario de Objeción proporcionado a **ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**. Su objeción por escrito debe incluir su nombre, dirección y los últimos cuatro dígitos de su número de seguro social (o información suficiente para identificarlo con precisión como una persona con derecho a objetar el acuerdo). También debe indicar la naturaleza y el fundamento de la objeción. Las objeciones deben ser por escrito, firmadas y deben tener matasellos del **23 de mayo de 2025** o antes. Se incluye un Formulario de Objeción con este Aviso.

También puede comparecer en la Audiencia de Aprobación Final programada para el 25 de junio de 2025 a las 8:30 a.m., en el Departamento 1 del Tribunal Superior del Condado de Riverside, ubicado en 4050 Main Street, Riverside, California 92501. Usted tiene el derecho de comparecer en persona o a través de su propio abogado en esta audiencia. Todas las objeciones u otra correspondencia deben indicar el nombre y el número del caso, que es *Joseph Jones v. Chandler Aggregates, Inc.*, Caso No. CVRI2204692.

Si usted se opone al Acuerdo, seguirá siendo miembro del Grupo de la Conciliación, y si el Tribunal aprueba el Acuerdo, estará obligado por los términos del Acuerdo de la misma manera que los Miembros del Grupo que no se opongan.

¿Cuál es el siguiente paso?

El Tribunal llevará a cabo una Audiencia de Aprobación Final sobre la idoneidad, razonabilidad y equidad del Acuerdo el 25 de junio de 2025, a las 8:30 a.m., en el Departamento 1 del Tribunal Superior del Condado de Riverside, ubicado en 4050 Main Street, Riverside, California 92501. También se le pedirá al Tribunal que se pronuncie sobre la solicitud de los Abogados del Grupo de honorarios de abogados y reembolso de los costos y gastos documentados, los costos de administración del acuerdo y el Pago de Mejora del Representante del Grupo. La Audiencia de Aprobación Final puede posponerse sin previo aviso a los Miembros del Grupo. **No está obligado a asistir a la Audiencia de Aprobación Final, aunque cualquier Miembro del Grupo puede asistir a la audiencia.**

¿Cómo puedo obtener información adicional?

Este Aviso es solo un resumen de la Acción y el Acuerdo. Para obtener más información, puede inspeccionar los archivos del Tribunal y el Acuerdo de Conciliación en la Oficina del Secretario del Tribunal Superior del Condado de Riverside, ubicada en 4050 Main Street, Riverside, California 92501, durante el horario regular de la corte. También puede ver el expediente del caso en línea en www.riverside.courts.ca.gov yendo a la pestaña "Buscar registros judiciales", seleccionando "Información de casos civiles, de reclamos menores y retención ilícita" e ingresando la información del número de caso. Este caso está asignado al Departamento 1 del Palacio de Justicia Histórico de Riverside, ubicado en 4050 Main Street, Riverside, California 92501. El Acuerdo de Conciliación se adjunta como Anexo A a la Declaración de Andrew J. Rowbotham en apoyo de la Moción del Demandante para la Aprobación Preliminar de la Demanda Colectiva y el Acuerdo de Acción PAGA, presentada el 13 de enero de 2025. También puede ponerse en contacto con los Abogados del Grupo utilizando la información de contacto mencionada anteriormente para obtener más información.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL, AL DEMANDADO O A SUS ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DEL ACUERDO

RECORDATORIO DE LOS PLAZOS

La fecha límite para presentar cualquier Disputa, Solicitud de Exclusión u Objeción es el **23 de mayo de 2025**. Estos plazos se cumplirán estrictamente.

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Joseph Jones v. Chandler Aggregates, Inc.
TRIBUNAL SUPERIOR DEL CONDADO DE RIVERSIDE
N.º de caso: CVRI2204692

SI NO DESEA SER PARTE DEL ACUERDO DE DEMANDA COLECTIVA, DEBE **COMPLETAR, FIRMAR Y ENVIAR POR CORREO** O ENTREGAR ESTE FORMULARIO, CON MATASELLOS DEL 23 DE MAYO DE 2025 O ANTES, DIRIGIDO DE LA SIGUIENTE MANERA:

Joseph Jones v. Chandler Aggregates, Inc.
c/o ILYM Group, inc.
APARTADO POSTAL 2031
TUSTIN, CA 92781
FAX: (888) 845-6185
CORREO ELECTRÓNICO: CLAIMS@ILYMGROUP.COM

NO ENVÍE ESTE FORMULARIO SI DESEA SER PARTE DEL ACUERDO DE DEMANDA COLECTIVA.

Al firmar, completar y devolver este formulario, confirmo que no quiero ser incluido en el Acuerdo de la demanda titulada *Joseph Jones v. Chandler Aggregates, Inc.*, Caso No. CVRI2204692.

HE LEÍDO EL AVISO AL GRUPO DE DEMANDANTES Y DESEO EXCLUIRME DEL GRUPO DE DEMANDANTES EN *JOSEPH JONES V. CHANDLER AGGREGATES, INC.*, CASO N.CVRI2204692 DEL TRIBUNAL SUPERIOR DE RIVERSIDE.

ENTIENDO QUE SI OPTO POR NO PARTICIPAR EN EL GRUPO DEL ACUERDO, NO RECIBIRÉ DINERO DEL ACUERDO COLECTIVO DE ESTA DEMANDA. SIN EMBARGO, ES POSIBLE QUE AÚN TENGA DERECHO A RECIBIR UNA PARTE DE LA LIQUIDACIÓN DE LAS RECLAMACIONES PRESENTADAS DE CONFORMIDAD CON LA LEY DE FISCALES GENERALES PRIVADOS DEL CÓDIGO LABORAL DE 2004 ("PAGA") COMO SE DESCRIBE EN EL AVISO ADJUNTO AL GRUPO DE CONCILIACIÓN.

Nombre: _____

Últimos 4 SSN: ____

Dirección: _____

Fecha: _____

Firma: _____

FORMULARIO DE OBJECCIÓN

Joseph Jones v. Chandler Aggregates, Inc.
TRIBUNAL SUPERIOR DEL CONDADO DE RIVERSIDE
N.º de caso: CVRI2204692

TODAS LAS OBJECIONES DEBEN ENVIARSE POR CORREO O ENTREGARSE DIRECTAMENTE AL ADMINISTRADOR DEL ACUERDO, ILYM GROUP, INC. EN P.O. BOX 2031, TUSTIN, CA 92781. TODAS LAS OBJECIONES DEBEN TENER MATASELLOS O ENTREGARSE A MÁS TARDAR EL 23 DE MAYO DE 2025.

INFORMACIÓN DEL MIEMBRO DE LA CLASE DE OBJECCIÓN:

Nombre: _____

Número de teléfono: () ____ - ____

Dirección: _____

Últimos 4 SSN: ____

Fecha: _____

Firma: _____

DESCRIBA LA NATURALEZA Y EL FUNDAMENTO DE CADA OBJECCIÓN Y, SI ES NECESARIO, ADJUNTE

PÁGINAS ADICIONALES:

FORMULARIO DE DISPUTA

Joseph Jones v. Chandler Aggregates, Inc.
TRIBUNAL SUPERIOR DEL CONDADO DE RIVERSIDE
N.º de caso: CVRI2204692

SI NO ESTÁ DE ACUERDO CON LAS SEMANAS LABORALES ACREDITADAS CONTENIDAS EN ESTE FORMULARIO, PUEDE PRESENTAR PRUEBAS QUE RESPALDEN LO QUE CREE QUE ES SU NÚMERO REAL DE SEMANAS LABORALES DURANTE LOS PERÍODOS DE TIEMPO RELEVANTES. TODAS LAS DISPUTAS DEBEN ENVIARSE POR CORREO O ENTREGARSE DIRECTAMENTE AL ADMINISTRADOR DEL ACUERDO, ILYM GROUP, INC. EN P.O. BOX 2031, TUSTIN, CA 92781, FAX: (888) 250-6810, O CORREO ELECTRÓNICO: CLAIMS@ILYMGROUP.COM. TODAS LAS DISPUTAS DEBEN TENER MATASELLOS O ENTREGARSE ANTES DEL 23 DE MAYO DE 2025.

De acuerdo con los registros del demandado:

- (a) Usted trabajó para el demandado en California desde «**Original_Hire_Date**» Para «**Release_Date**»;
- (b) Has trabajado «**Class Weeks**» semanas laborales para el Demandado en California entre el 27 de octubre de 2018 y 28 de febrero de 2025;
- (c) Había un total de 28,289 semanas laborales trabajadas para el Demandado en California por todos los Miembros del Grupo entre el 27 de octubre de 2018 y 28 de febrero de 2025;
- (d) Has trabajado «**PAGA Workweeks** » semanas laborales para el Demandado en California entre el 27 de octubre de 2021, y 28 de febrero de 2025; y
- e) Había un total de 14,483 semanas laborales trabajadas para el Demandado en California por todos los Empleados Agravados de PAGA entre el 27 de octubre de 2021, y 28 de febrero de 2025.

PROPORCIONE CUALQUIER EVIDENCIA QUE RESPALDE LO QUE CREE QUE ES SU NÚMERO REAL DE SEMANAS LABORALES DURANTE LOS PERÍODOS DE TIEMPO RELEVANTES. ADJUNTE PÁGINAS ADICIONALES SI ES NECESARIO:

EXHIBIT “B”

REQUEST FOR EXCLUSION FORM

Joseph Jones v. Chandler Aggregates, Inc.
RIVERSIDE COUNTY SUPERIOR COURT
Case No.: CVRI2204692

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE MAY 23, 2025, ADDRESSED AS FOLLOWS:

Joseph Jones v. Chandler Aggregates, Inc.
c/o ILYM Group, inc.
P.O. BOX 2031
TUSTIN, CA 92781
FAX: (888) 845-6185
E-MAIL: CLAIMS@ILYMGROUP.COM

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *Joseph Jones v. Chandler Aggregates, Inc.*, Riverside County Superior Court Case No. CVRI2204692.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *JOSEPH JONES V. CHANDLER AGGREGATES, INC.*, RIVERSIDE SUPERIOR COURT CASE NO. CVRI2204692.

I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

Name: Hunter McGrawen Last Four Digits of Social Security Num 

Address: 723 4th St Norco CA 92860

Date: 3/30/25

Signature: 

EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Joseph Jones v. Chandler Aggregates, Inc.

Friday, May 23, 2025

Requesting Attorneys Name:

Aden M. Khachadorian, Esq.

E-Mail:

akhachadorian@haineslawgroup.com

ILYM Contact:

Tony Rogers

E-Mail:

trogers@ilymgroup.com

Contact Number:

714.878.8836

Invoice For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	189
Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary: ILYM Group Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$2,625.00
Notification & Mailing:	\$600.80
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,370.32
Case Conclusion:	\$590.00

ILYM Fees & Expenses: \$6,450.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Joseph Jones v. Chandler Aggregates, Inc.

Tuesday, May 27, 2025

Requesting Attorneys Name: Aden M. Khachadorian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00
				Subtotal
				\$325.00

**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.*

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
NCOA	Flat Rate	\$75.00	1	\$75.00
Toll-Free Telephone Support	Flat Fee	\$100.00	1	\$100.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
				Subtotal
				\$2,625.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$1.50	189	\$283.50
USPS First Class Postage	Per Piece	\$0.70	189	\$132.30
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	6	\$12.00
Storage, Photocopies, Deliveries	Flat Fee	\$173.00	1	\$173.00
				Subtotal
				\$600.80

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Joseph Jones v. Chandler Aggregates, Inc.

Tuesday, May 27, 2025

Requesting Attorneys Name: Aden M. Khachadorian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Check, Stub & Release - Print & Mail (W2/1099) (including PAGA Notice)	Per Check	\$1.00	189	\$189.00
USPS First Class Postage	Per Piece	\$0.70	189	\$132.30
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	17	\$34.02
Preparation of Taxes	Hourly	\$120.00	2	\$240.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,370.32

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$590.00

ILYM Fees & Expenses: \$6,511.12

DISCOUNTED FLAT RATE \$6,450.00