

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ARMANDO GARCIA-AVILA, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

ORANGE COUNTY ERECTORS, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: 30-2022-01284202-CU-OE-CXC

*[Assigned for all purposes to the Honorable
Melissa R. McCormick, Dept. CX104]*

**DECLARATION OF SEAN M. BLAKELY
IN SUPPORT OF PLAINTIFFS'
SUPPLEMENTAL BRIEF IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 12, 2024
Time: 2:00 p.m.
Dept.: CX104

Complaint Filed: October 5, 2022
Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner of Haines Law Group, APC, and counsel for the named Plaintiffs
3 Armando Garcia-Avila and Roberto Rincon-Lopez (“Plaintiffs”) and the proposed Settlement
4 Class in the above-captioned matter. I am a member in good standing of the bar of the State of
5 California and am admitted to practice in this Court. I have personal knowledge of the facts stated
6 in this declaration and could testify competently to them if called upon to do so.

7 2. This declaration is submitted in support of Plaintiffs’ Supplemental Brief in
8 Support of Preliminary Approval of Class Action Settlement.

9 3. Following the Court’s August 15, 2024 Tentative Ruling regarding Plaintiffs’
10 Motion for Preliminary Approval of Class Action Settlement (the “Ruling”), my firm has worked
11 diligently with Defendant Orange County Erectors, Inc.’s counsel to amend the Stipulation of
12 Settlement (“Settlement Agreement”), the Notice of Pendency of Class and PAGA Action and
13 Proposed Settlement (“Class Notice”) and Notice of Estimated Settlement Award, and to prepare
14 the Objection Form, all in accordance with the issues identified by the Ruling.

15 4. Attached hereto as **Exhibit A** is a true and correct copy of the fully executed
16 Amendment to Stipulation of Settlement.

17 5. Attached hereto as **Exhibit B** is a true and correct copy of the amended Class
18 Notice. Attached hereto as **Exhibit C** is a true and correct copy of the red-lined version of the
19 Class Notice, showing all changes.

20 6. Attached hereto as **Exhibit D** is a true and correct copy of the amended Notice of
21 Estimated Settlement Award. Attached hereto as **Exhibit E** is a true and correct copy of the red-
22 lined version of the Notice of Estimated Settlement Award, showing all changes.

23 7. Attached hereto as **Exhibit F** is a true and correct copy of the proposed Objection
24 Form.

25 8. Attached hereto as **Exhibit G** is a true and correct copy of the red-lined version of
26 the [Amended Proposed] Order Granting Preliminary Approval of Class and PAGA Action
27 Settlement, showing all changes.

28 9. Attached hereto as **Exhibit H** is a true and correct copy of the certified Spanish

translation of the Class Notice.

10. Attached hereto as **Exhibit I** is a true and correct copy of the certified Spanish translation of the Notice of Estimated Settlement Award.

11. Attached hereto as **Exhibit J** is a true and correct copy of the certified Spanish translation of the Request for Exclusion Form.

12. Attached hereto as **Exhibit K** is a true and correct copy of the certified Spanish translation of the Objection Form

13. Plaintiffs are not aware of any related or overlapping matters with this Action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 26, 2024, at El Segundo, California.

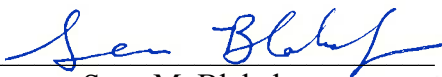

Sean M. Blakely

EXHIBIT A

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

FISHER & PHILLIPS LLP

Spencer W. Waldron (SBN 284029)
swaldron@fisherphillips.com
Kristina Noel Buan (SBN 311661)
kbuan@fisherphillips.com
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ARMANDO GARCIA-AVILA, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

ORANGE COUNTY ERECTORS, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. 30-2022-01284202-CU-OE-CXC

*[Assigned for all purposes to the
Honorable Melissa R. McCormick, Dept.
CX104]*

**AMENDMENT TO STIPULATION OF
SETTLEMENT**

Action Filed: October 5, 2022
Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

Paragraph 1: The name “Selwyn Chu,” former attorney for Defendant who is no longer with Defendant’s counsel’s law firm, is hereby deleted.

Section 4(B)(iv): is hereby deleted and replaced in its entirety with the following: “**PAGA Amount:** Each Settlement Class member who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount that has been designated as the “PAGA Amount” proportionate to the number of pay periods that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement).”

Section 7: is hereby deleted and replaced in its entirety with the following: “**Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiffs seeking permission to pay up to Eight Thousand Dollars and Zero Cents (\$8,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant’s share of taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been

1 mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice
2 of final judgment by posting the final judgment to its website.”

3 **Section 8(F)**: is hereby deleted and replaced in its entirety with the following: “Approving the
4 form and content of the Notice Packet (which is comprised of the Class Notice, Request for Exclusion
5 Form, Notice of Estimated Settlement Award, and Objection Form), and directing the mailing of same in
6 English and Spanish; and.”

7 **Section 9(D)**: is hereby deleted and replaced in its entirety with the following: Objections.
8 Settlement Class members who do not request exclusion may object to this Settlement Agreement as
9 explained in the Class Notice by submitting a written objection with the Settlement Administrator (who
10 shall serve all objections as received on Class Counsel and Defendant’s counsel via e-mail, as well as file
11 all such objections with the Court). Defendant’s counsel and Class Counsel shall file any responses to
12 objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed
13 within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant’s counsel
14 and Class Counsel shall have ten (10) days from the date of service to the objections by the Settlement
15 Administrator to file a response to the objections. All objections should contain the objecting Settlement
16 Class member’s full name and current address, as well as contact information for any attorney representing
17 the objecting Settlement Class member for purposes of the objection. Settlement Class members may also
18 appear at the final approval hearing to orally object, even if they have not submitted a written objection.”

19 **Signature Block**: The name “Selwyn Chu,” former attorney for Defendant who is no longer with
20 Defendant’s counsel’s law firm, is hereby deleted.

21 In all other respects, the Stipulation of Settlement entered into on or about February 7, 2024
22 remains unchanged and in full force and effect.

23
24 **IT IS SO STIPULATED.**
25
26
27
28

1 **Plaintiffs & Class Representatives**

2
3 DATED: 11/22/24 _____


Armando Garcia-Avila (Nov 22, 2024 11:15 PST)

ARMANDO GARCIA-AVILA

5 DATED: _____

ROBERTO RINCON LOPEZ

7 **Plaintiffs' Counsel**

8 DATED: _____

HAINES LAW GROUP, APC

9
10 By: _____

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

12
13 **Defendant**

14 DATED: _____

ORANGE COUNTY ERECTORS, INC.

15
16 By: _____
17 Its: _____

18 **Defendant's Counsel**

19 DATED: _____

FISHER PHILLIPS LLP

21 By: _____

22 Spencer W. Waldron
23 Kristina Noel Buan
24 Attorneys for Defendant
25
26
27
28

Plaintiffs & Class Representatives

DATED: _____

ARMANDO GARCIA-AVILA

DATED: 11/21/24


Roberto Rincon Lopez (Nov 21, 2024 15:48 PST)
ROBERTO RINCON LOPEZ

Plaintiffs' Counsel

DATED: 11/21/2024

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

Defendant

DATED: _____

ORANGE COUNTY ERECTORS, INC.

By: _____
Its: _____

Defendant's Counsel

DATED: _____

FISHER PHILLIPS LLP

By: _____
Spencer W. Waldron
Kristina Noel Buan
Attorneys for Defendant

1 **Plaintiffs & Class Representatives**

2
3
4 DATED: _____

ARMANDO GARCIA-AVILA

5
6 DATED: _____

ROBERTO RINCON LOPEZ

7 **Plaintiffs' Counsel**

8 DATED: _____

HAINES LAW GROUP, APC

9
10 By: _____

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

11
12
13 **Defendant**

14 DATED: 11-22-2024

ORANGE COUNTY ERECTORS, INC.

15 
16 By: Steve Pennachio
17 Its: Vice President

18 **Defendant's Counsel**

19 DATED: 11/22/24

FISHER PHILLIPS LLP

20
21 By: _____

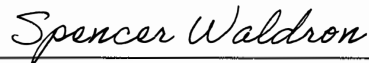

Spencer W. Waldron
Kristina Noel Buan
Attorneys for Defendant

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ARMANDO GARCIA-AVILA, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

ORANGE COUNTY ERECTORS, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2022-01284202-CU-OE-CXC

**NOTICE OF PENDENCY OF CLASS
AND PAGA ACTION AND PROPOSED
SETTLEMENT**

To: All current and former non-exempt employees who are not governed by a collective bargaining agreement and who worked for Defendant Orange County Erectors, Inc. in California between October 5, 2018 and <<PRELIM APPROVAL DATE>>. Collectively, these employees will be referred to as "Settlement Class members."

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Orange County Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the case of *Armando Garcia-Avila, et al. v. Orange County Erectors, Inc.*, Orange County Superior Court Case No. 30-2022-01284202-CU-OE-CXC (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 Orange County Erectors, Inc.'s ("Orange County Erectors") records show that you were employed at Orange County Erectors in California as a non-exempt employee in California, and not governed by a collective bargaining agreement, between October 5, 2018 and <<PRELIM APPROVAL DATE>> (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 by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Armando Garcia-Avila and Roberto Rincon Lopez ("Plaintiffs") brought this Action against Orange County Erectors, seeking to assert claims on behalf of a class of current and former non-exempt employees who were not governed by a collective bargaining agreement and who worked for Orange County Erectors in California during the Class Period. Plaintiffs are known as the "Class Representatives," and their attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Plaintiffs allege that Orange County Erectors failed to pay Settlement Class members for all minimum and overtime wages and failed to provide required meal and rest periods to Settlement Class members. The Action also alleges that as a result of these alleged violations, Orange County Erectors failed to provide Settlement

Class members with accurate and complete wage statements and failed to timely pay all final wages at the time of separation of employment. As a further result of the alleged violations, Plaintiffs allege that Orange County Erectors engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Orange County Erectors denies all liability to Settlement Class members, denies the factual and legal allegations in the case, and believes that it has valid defenses to Plaintiffs’ claims. Orange County Erectors has entered into the Settlement solely for the purposes of resolving this dispute and has agreed to settle the case as part of a compromise with Plaintiffs. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Orange County Erectors, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with its business operations, the Parties concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Orange County Erectors provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Orange County Erectors, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

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

Who are the Attorneys?

Attorneys for the Plaintiffs/Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Joel M. Gordon jgordon@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant Orange County Erectors, Inc.: FISHER & PHILLIPS, LLP Spencer W. Waldron swaldron@fisherphillips.com 2050 Main Street, Suite 1000 Irvine, California 92614 Tel.: (949) 851-2424 fisherphillips.com
--	---

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who are not governed by a collective bargaining agreement and who worked for Orange County Erectors in California between October 5, 2018 and <<PRELIM APPROVAL DATE>>. Settlement 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 Orange County Erectors as described below.

Orange County Erectors has agreed to pay \$750,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys’ fees and

expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representatives' Enhancement Payments.

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

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators 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 \$8,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement 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. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$250,000.00, 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 \$30,000.00 for verified costs Class Counsel incurred in connection with the Action.

Enhancement Payments to Class Representatives. Class Counsel will ask the Court to award enhancement payments in the amount of \$7,500 each, for a total of \$15,000, to the Class Representatives to compensate them for their service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. \$30,000.00 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the \$40,000.00 the parties have agreed to allocate to the settlement of Plaintiffs' claims on behalf of Aggrieved Employees under the PAGA. The remaining \$10,000.00 will be payable to Aggrieved Employees as the "PAGA Amount," as described below.

Calculation of Settlement Class Members' Settlement Awards. 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 Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$407,000.00 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: Ninety percent (90%) of the NSA will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying 90% of 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) Waiting Time Amount: Five Percent (5%) of the NSA shall be designated as the "Waiting Time Amount." Each participating Settlement Class member whose employment with Orange County Erectors ended at any time from October 5, 2019 through <<PRELIM APPROVAL DATE>>, shall receive an equal, pro-rata share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with Orange County Erectors ended at any time from October 5, 2019 through <<PRELIM APPROVAL DATE>>.
- (iii) Wage Statement Amount: Five percent (5%) of the NSA shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Orange County Erectors at any time from October 5, 2021 through <<PRELIM APPROVAL DATE>> shall receive a portion of the Wage Statement Amount

proportionate to the number of Workweeks that he or she worked during the period from October 5, 2021 through <<PRELIM APPROVAL DATE>>, and which will be calculated by multiplying 5% of the NSA by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked from October 5, 2021 through <<PRELIM APPROVAL DATE>>, and the denominator of which is the total number of Workweeks worked by all participating Settlement Class members during the time period from October 5, 2021 through <<PRELIM APPROVAL DATE>>.

- (iv) **PAGA Amount:** In addition to the Net Settlement Amount, the \$10,000 PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Orange County Erectors at any time from October 5, 2021 through <<PRELIM APPROVAL DATE>> ("PAGA Period") (including those who submit a valid and timely Request for Exclusion from the class action settlement) is an "Aggrieved Employee" and shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Aggrieved Employees (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to the California Controller's Unclaimed Property Fund in the name of the Settlement Class member.

Allocation and Taxes. For purposes of calculating applicable taxes and withholdings, each Settlement Award from the NSA shall be allocated as follows: 80% as penalties and interest; and 20% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the individual settlement payments. The Settlement Administrator, Orange County Erectors and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement 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, and upon the complete funding of the Gross Settlement Amount, Plaintiffs and every member of the Settlement Class members (except those who opt out) will fully release and discharge Orange County Erectors, and all of its present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, and successors (collectively the "Released Parties"), as follows: Settlement Class members who do not opt out will release all claims, causes of action, and legal theories alleged or which could have been alleged based on the facts in the operative Second Amended Class and Representative Action Complaint ("SAC"), including: (a) failure to pay minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods in accordance with California law; (d) failure to authorize and permit all rest periods in accordance with California law; (e) failure to furnish accurate and itemized wage statements; (f) failure to pay all wages owed upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the SAC (collectively, the "Class Released Claims"). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Orange County Erectors at any time during the PAGA Period are "Aggrieved Employees" and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff Garcia-Avila's October 5, 2022 Notification Letter to the Labor and Workforce Development Agency ("LWDA") ("the PAGA Released Claims"). Aggrieved Employees will be bound by the release in

the above mentioned “PAGA Released Claims,” regardless of whether they cash their checks for their share of the PAGA Amount.

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 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 during the Class Period, the proportionate number of workweeks you worked from October 5, 2021 through <<PRELIM APPROVAL DATE>>, and whether you separated your employment at any time from October 5, 2019 through <<PRELIM APPROVAL DATE>>, as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, the proportionate number of workweeks you worked from October 5, 2021 through <<PRELIM APPROVAL DATE>>, and whether you separated your employment at any time from October 5, 2019 through <<PRELIM APPROVAL DATE>>. The information contained in Orange County Erector’s records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall initially determine the eligibility for, and the amounts of, any Settlement Awards. However, the Court shall have the right to review the Settlement Administrator’s initial determination, and the Court shall make the final determination regarding the eligibility for and amount of any Settlement Award, and the Court’s determination shall be binding upon the Settlement Class members and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written Request for Exclusion Form postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, a statement that you wish to be excluded from the Settlement, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Aggrieved Employees who worked for Orange County Erectors during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **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, you should mail a written objection to the Settlement Administrator. Your written objection should include your name, address, as well as contact information for any attorney

representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for May 1, 2025, at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Armando Garcia-Avila, et al. v. Orange County Erectors, Inc.*, Orange County Superior Court Case No. 30-2022-01284202-CU-OE-CXC. You do not need to object in writing to be heard at the Final Approval Hearing.

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 Settlement 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 May 1, 2025, at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Payments to the Class Representatives. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

If the Court grants Final Approval of the Settlement, the Settlement Administrator will post the Judgment for at least 180 days at the following website address: <<ADMINISTRATOR WEBSITE INFO>>.

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 Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701, during regular court hours. You may also visit the Orange County Superior Court website at www.occourts.org to inspect the Court's files by going to the "Case Access" tab under "Online Services," selecting "Civil Case & Document Access," and entering the case number information for this case, which is Case No. 30-2022-01284202-CU-OE-CXC. You may also contact Class Counsel using the contact information listed above for more information.

You may also access key documents from the case, including the operative complaint, the Settlement Agreement, this Class Notice, as well as the order granting preliminary approval at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR WEBSITE>>.

PLEASE DO NOT CALL OR WRITE THE COURT, ORANGE COUNTY ERECTORS, OR ITS 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 <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ARMANDO GARCIA-AVILA, on behalf of himself
and all others similarly situated,

Plaintiff,
vs.

ORANGE COUNTY ERECTORS, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2022-01284202-CU-OE-CXC

**NOTICE OF PENDENCY OF CLASS
AND PAGA ACTION AND PROPOSED
SETTLEMENT**

To: All current and former non-exempt employees who are not governed by a collective bargaining agreement and who worked for Defendant Orange County Erectors, Inc. in California between October 5, 2018 and <<PRELIM APPROVAL DATE>>. Collectively, these employees will be referred to as "Settlement Class members."

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Orange County Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the case of *Armando Garcia-Avila, et al. v. Orange County Erectors, Inc.*, Orange County Superior Court Case No. 30-2022-01284202-CU-OE-CXC (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 Orange County Erectors, Inc.'s ("Orange County Erectors") records show that you were employed at Orange County Erectors in California as a non-exempt employee in California, and not governed by a collective bargaining agreement, between October 5, 2018 and <<PRELIM APPROVAL DATE>> (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 by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Armando Garcia-Avila and Roberto Rincon Lopez ("Plaintiffs") brought this Action against Orange County Erectors, seeking to assert claims on behalf of a class of current and former non-exempt employees who were not governed by a collective bargaining agreement and who worked for Orange County Erectors in California during the Class Period. Plaintiffs are known as the "Class Representatives," and their attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Plaintiffs allege that Orange County Erectors failed to pay Settlement Class members for all minimum and overtime wages and failed to provide required meal and rest periods to Settlement Class members. The Action also alleges that as a result of these alleged violations, Orange County Erectors failed to provide Settlement

Page 1 of 7

QUESTIONS? CALL _____ TOLL FREE [NUMBER]
Please do not call the Court directly.

Class members with accurate and complete wage statements and failed to timely pay all final wages at the time of separation of employment. As a further result of the alleged violations, Plaintiffs allege that Orange County Erectors engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Orange County Erectors denies all liability to Settlement Class members, denies the factual and legal allegations in the case, and believes that it has valid defenses to Plaintiffs’ claims. Orange County Erectors has entered into the Settlement solely for the purposes of resolving this dispute and has agreed to settle the case as part of a compromise with Plaintiffs. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Orange County Erectors, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with its business operations, the Parties concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Orange County Erectors provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Orange County Erectors, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

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

Who are the Attorneys?

Attorneys for the Plaintiffs/Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Joel M. Gordon jgordon@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant Orange County Erectors, Inc.: FISHER & PHILLIPS, LLP Spencer W. Waldron swaldron@fisherphillips.com ~~Selwyn Chu~~ ~~schu@fisherphillips.com~~ 2050 Main Street, Suite 1000 Irvine, California 92614 Tel.: (949) 851-2424 fisherphillips.com
--	--

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who are not governed by a collective bargaining agreement and who worked for Orange County Erectors in California between October 5, 2018 and <<PRELIM APPROVAL DATE>>. Settlement 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 Orange County Erectors as described below.

Orange County Erectors has agreed to pay \$750,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys’ fees and

expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representatives' Enhancement Payments.

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

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators 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 \$89,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement 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. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$250,000.00, 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 \$30,000.00 for verified costs Class Counsel incurred in connection with the Action.

Enhancement Payments to Class Representatives. Class Counsel will ask the Court to award enhancement payments in the amount of \$7,500 each, for a total of \$15,000, to the Class Representatives to compensate them for their service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. \$30,000.00 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the \$40,000.00 the parties have agreed to allocate to the settlement of Plaintiffs' claims on behalf of Aggrieved Employees under the PAGA. The remaining \$10,000.00 will be payable to Aggrieved Employees as the "PAGA Amount," as described below.

Calculation of Settlement Class Members' Settlement Awards. 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 Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$406,407,000.00 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: Ninety percent (90%) of the NSA will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying 90% of 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) Waiting Time Amount: Five Percent (5%) of the NSA shall be designated as the "Waiting Time Amount." Each participating Settlement Class member whose employment with Orange County Erectors ended at any time from October 5, 2019 through <<PRELIM APPROVAL DATE>>, shall receive an equal, pro-rata share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with Orange County Erectors ended at any time from October 5, 2019 through <<PRELIM APPROVAL DATE>>.
- (iii) Wage Statement Amount: Five percent (5%) of the NSA shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Orange County Erectors at any time from October 5, 2021 through <<PRELIM APPROVAL DATE>> shall receive a portion of the Wage Statement Amount

Page 3 of 7

QUESTIONS? CALL _____ TOLL FREE [NUMBER]
Please do not call the Court directly.

proportionate to the number of Workweeks that he or she worked during the period from October 5, 2021 through <<PRELIM APPROVAL DATE>>, and which will be calculated by multiplying 5% of the NSA by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked from October 5, 2021 through <<PRELIM APPROVAL DATE>>, and the denominator of which is the total number of Workweeks worked by all participating Settlement Class members during the time period from October 5, 2021 through <<PRELIM APPROVAL DATE>>.

- (iv) PAGA Amount: In addition to the Net Settlement Amount, the \$10,000 PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Orange County Erectors at any time from October 5, 2021 through <<PRELIM APPROVAL DATE>> ("PAGA Period") (including those who submit a valid and timely Request for Exclusion from the class action settlement) is an "Aggrieved Employee" and shall receive a portion of the PAGA Amount proportionate to the number of ~~workweeks-pay periods~~ worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's gross number of ~~workweeks-pay periods~~ worked during the PAGA Period, and the denominator of which is the total number of ~~workweeks-pay periods~~ worked by all Aggrieved Employees (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to the California Controller's Unclaimed Property Fund in the name of the Settlement Class member.

Allocation and Taxes. For purposes of calculating applicable taxes and withholdings, each Settlement Award from the NSA shall be allocated as follows: 80% as penalties and interest; and 20% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the individual settlement payments. The Settlement Administrator, Orange County Erectors and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement 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, and upon the complete funding of the Gross Settlement Amount, Plaintiffs and every member of the Settlement Class members (except those who opt out) will fully release and discharge Orange County Erectors, and all of its present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, and successors (collectively the "Released Parties"), as follows: Settlement Class members who do not opt out will release all claims, causes of action, and legal theories alleged or which could have been alleged based on the facts in the operative Second Amended Class and Representative Action Complaint ("SAC"), including: (a) failure to pay minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods in accordance with California law; (d) failure to authorize and permit all rest periods in accordance with California law; (e) failure to furnish accurate and itemized wage statements; (f) failure to pay all wages owed upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the SAC (collectively, the "Class Released Claims"). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Orange County Erectors at any time during the PAGA Period are "Aggrieved Employees" and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff Garcia-Avila's October 5, 2022 Notification Letter to the Labor and Workforce Development

Agency (“LWDA”) (“the PAGA Released Claims”). Aggrieved Employees will be bound by the release in the above mentioned “PAGA Released Claims,” regardless of whether they cash their checks for their share of the PAGA Amount.

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 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 during the Class Period, the proportionate number of workweeks you worked from October 5, 2021 through <<PRELIM APPROVAL DATE>>, and whether you separated your employment at any time from October 5, 2019 through <<PRELIM APPROVAL DATE>>, as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, the proportionate number of workweeks you worked from October 5, 2021 through <<PRELIM APPROVAL DATE>>, and whether you separated your employment at any time from October 5, 2019 through <<PRELIM APPROVAL DATE>>. The information contained in Orange County Erector’s records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall initially determine the eligibility for, and the amounts of, any Settlement Awards. However, the Court shall have the right to review the Settlement Administrator’s initial determination, and the Court shall make the final determination regarding the eligibility for and amount of any Settlement Award, and the Court’s determination shall be binding upon the Settlement Class members and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written Request for Exclusion Form postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, a statement that you wish to be excluded from the Settlement, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Aggrieved Employees who worked for Orange County Erectors during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **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, you should mail a written objection to the Settlement Administrator. Your

written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> May 1, 2025, at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Armando Garcia-Avila, et al. v. Orange County Erectors, Inc.*, Orange County Superior Court Case No. 30-2022-01284202-CU-OE-CXC. You do not need to object in writing to be heard at the Final Approval Hearing.

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 Settlement 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 <<FINAL APPROVAL HEARING DATE/TIME>> May 1, 2025, at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Payments to the Class Representatives. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

If the Court grants Final Approval of the Settlement, the Settlement Administrator will post the Judgment for at least 180 days at the following website address: <<ADMINISTRATOR WEBSITE INFO>>.

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 Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701, during regular court hours. You may also visit the Orange County Superior Court website at www.occourts.org to inspect the Court's files by going to the "Case Access" tab under "Online Services," selecting "Civil Case & Document Access," and entering the case number information for this case, which is Case No. 30-2022-01284202-CU-OE-CXC. You may also contact Class Counsel using the contact information listed above for more information.

You may also access key documents from the case, including the operative complaint, the Settlement Agreement, this Class Notice, as well as the order granting preliminary approval at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR WEBSITE>>.

PLEASE DO NOT CALL OR WRITE THE COURT, ORANGE COUNTY ERECTORS, OR ITS 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 <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

Page 6 of 7

QUESTIONS? CALL _____ TOLL FREE [NUMBER]
Please do not call the Court directly.

~~BY ORDER OF THE COURT ENTERED ON~~ <<PRELIM APPROVAL DATE>>.

Formatted: Left

EXHIBIT D

NOTICE OF ESTIMATED SETTLEMENT AWARD

ARMANDO GARCIA-AVILA v. ORANGE COUNTY ERECTORS, INC.
ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2022-01284202-CU-OE-CXC

Please complete, sign, date and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Defendant Orange County Erectors, Inc.'s ("Orange County Erectors") records:

- (a) you worked for Orange County Erectors in California as a non-exempt employee, not subject to a collective bargaining agreement, from _____ until _____;
- (b) you worked _____ workweeks as a non-exempt employee for Orange County Erectors in California between October 5, 2018 and [PRELIMINARY APPROVAL DATE];
- (c) you worked _____ pay periods as a non-exempt employee for Orange County Erectors in California between October 5, 2021 and [PRELIMINARY APPROVAL DATE]; and
- (d) your employment with Orange County Erectors <<DID/DID NOT>> end between October 5, 2019 and [PRELIMINARY APPROVAL DATE].

Based on the above, your Individual Settlement Award is estimated at \$ _____.

(IV) If you disagree with items (a), (b), (c), and/or (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Orange County Erectors' records, Orange County Erectors' records will control unless you are able to provide documentation that establishes otherwise, and that Orange County Erectors' records are mistaken. If there is a dispute about whether Orange County Erectors' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved as described in the "Notice of Pendency of Class and PAGA Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT E

NOTICE OF ESTIMATED SETTLEMENT AWARD

ARMANDO GARCIA-AVILA v. ORANGE COUNTY ERECTORS, INC.
ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2022-01284202-CU-OE-CXC

Please complete, sign, date and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Defendant Orange County Erectors, Inc.'s ("Orange County Erectors") records:

- (a) you worked for Orange County Erectors in California as a non-exempt employee, not subject to a collective bargaining agreement, from _____ until _____;
- (b) you worked _____ workweeks as a non-exempt employee for Orange County Erectors in California between October 5, 2018 and [PRELIMINARY APPROVAL DATE];
- (c) you worked _____ ~~workweeks-pay periods~~ as a non-exempt employee for Orange County Erectors in California between October 5, 2021 and [PRELIMINARY APPROVAL DATE]; and
- (d) your employment with Orange County Erectors **<<DID/DID NOT>>** end between October 5, 2019 and [PRELIMINARY APPROVAL DATE].

Based on the above, your Individual Settlement Award is estimated at \$ _____.

(IV) If you disagree with items (a), (b), (c), and/or (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Orange County Erectors' records, Orange County Erectors' records will control unless you are able to provide documentation that establishes otherwise, and that Orange County Erectors' records are mistaken. If there is a dispute about whether Orange County Erectors' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved as described in the "Notice of Pendency of Class and PAGA Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT F

OBJECTION FORM

Armando Garcia-Avila v. Orange County Erectors, Inc.
ORANGE COUNTY SUPERIOR COURT
Case No.: 30-2022-01284202-CU-OE-CXC

All objections must be mailed or delivered directly to the Settlement Administrator, Phoenix Settlement Administrators, at <<INSERT ADMINISTRATOR CONTACT INFO>> on or before <<RESPONSE DEADLINE>>. All objections must be postmarked or delivered on or before <<RESPONSE DEADLINE>>.

Objecting Class Member Information:

Name

Telephone Number

Address

Date

Signature

Describe the nature and basis of each objection and please attach additional pages if necessary:

EXHIBIT G

~~HAINES LAW GROUP, APC~~

~~Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355~~

~~Attorneys for Plaintiffs~~

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ARMANDO GARCIA-AVILA, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

ORANGE COUNTY ERECTORS, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: 30-2022-01284202-CU-OE-CXC

*[Assigned for all purposes to the Honorable
Melissa R. McCormick, Dept. CX104]*

**[AMENDED PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: ~~August 15~~ December 12, 2024

Time: 2:00 p.m.

Dept.: CX104

Reservation No.: 74261857

Complaint Filed: October 5, 2022

Trial Date: None Set

1 The Motion of Plaintiffs Armando Garcia-Avila and Roberto Rincon Lopez ("Plaintiffs")
2 for Preliminary Approval of Class Action Settlement came on regularly for hearing before this
3 Court on ~~August 15~~December 12, 2024 at 2:00 p.m. This Court, having considered the ~~proposed~~
4 ~~Amendment to the~~ Stipulation of Settlement (the "Settlement")~~-attached as Exhibit A to the~~
5 ~~Declaration of Sean M. Blakely filed concurrently herein~~; having considered Plaintiffs' Motion
6 for Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities in
7 support thereof, and supporting declarations filed therewith; and Plaintiffs' Supplemental
8 Briefing, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
11 that ultimately could be granted approval by the Court at a Final Fairness Hearing. The Court
12 preliminarily finds that the proposed Settlement is fair, reasonable, and adequate and in the best
13 interests of the Settlement Class members. For purposes of the Settlement, the Court finds that
14 the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined
15 community of interest among the members of the Settlement Class in questions of law and fact.
16 Therefore, for settlement purposes only, the Court grants conditional certification of the following
17 Settlement Class:

18 All current and former non-exempt employees who are not governed
19 by a collective bargaining agreement and who worked for Defendant
20 Orange County Erectors, Inc. in California from October 5, 2018
until the date of preliminary approval ("Class Period").

21 2. For purposes of the Settlement, the Court preliminarily designates named Plaintiffs
22 Armando Garcia-Avila and Roberto Rincon Lopez as Class Representatives, and preliminarily
23 designates Paul K. Haines, Sean M. Blakely, and Joel Gordon of Haines Law Group, APC as
24 Class Counsel.

25 3. The Court preliminarily designates Phoenix Settlement Administrators as the
26 third-party Settlement Administrator for mailing notices.

27 4. The Initial Stipulation of Settlement is attached hereto as Exhibit 1. The
28 Amendment to Stipulation of Settlement is attached hereto as Exhibit 2. The Court approves, as

1 to form and content, the Class Notice, Notice of Estimated Settlement Award, ~~and~~ Request for
2 Exclusion Form- and Objection Form (collectively, the “Notice Packet”), attached as Exhibits 43,
3 24, and 35, and 46, respectively, to ~~this Order~~ the Settlement. Certified Spanish translations of the
4 Class Notice, Notice of Estimated Settlement Award, Request for Exclusion Form, and Objection
5 Form are attached to this Order as Exhibits 7, 8, 9, and 10, respectively, to this Order.

6 5. The Court finds that the form of notice to the Settlement Class regarding the
7 pendency of the action and of the Settlement, and the methods of giving notice to members of the
8 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
9 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
10 giving notice complies fully with the requirements of California Code of Civil Procedure section
11 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
12 and United States Constitutions, and other applicable law.

13 6. The Court further approves the procedures for the Settlement Class members to
14 opt out of or object to the Settlement, or submit a dispute, as set forth in the Class Notice.

15 ~~7. The procedures and requirements for filing objections in connection with the Final~~
16 ~~Fairness Hearing are intended to ensure the efficient administration of justice and the orderly~~
17 ~~presentation of any Settlement Class member’s objection to the Settlement in accordance with the~~
18 ~~due process rights of all members of the Settlement Class.~~

19 8.7. The Court directs the Settlement Administrator to mail the Notice Packet to the
20 members of the Settlement Class in accordance with the terms of the Settlement, and to otherwise
21 administer the settlement in accordance with the Stipulation of Settlement.

22 9.8. The Class Notice shall provide at least sixty (60) calendar days’ notice for
23 Settlement Class members to opt out of, or object to, the Settlement, or submit a dispute.

24 10.9. The Final Fairness Hearing on the question of whether the Settlement should be
25 finally approved as fair, reasonable, and adequate is scheduled in Department CX-104 of this
26 Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701 on
27 _____, May 1, 2024 at 2:00a.m.-/ p.m.

28 11.10. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement

should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for reasonable attorneys' fees, reimbursement of litigation expenses, enhancement payments to Plaintiffs, and settlement administration costs should be granted.

~~12.11.~~ Counsel for the parties shall file and serve memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiffs' enhancement payments, and settlement administration costs, at least sixteen (16) court days prior to the Final Fairness Hearing ~~according to the time limits set by the Code of Civil Procedure and the California Rules of Court.~~

~~13.12.~~ An implementation schedule is below:

Event	Date
Defendant to provide Class Data to the Settlement Administrator no later than [10 business days after preliminary approval]:	~~August 29~~ <u>December 27</u> , 2024
Settlement Administrator to mail the Notice Packet to Settlement Class members no later than [10 business days after receiving Class Data]:	~~September-January~~ <u>13</u> , 202 <u>54</u>
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement, or submit a dispute [60 calendar days after mailing]:	~~November 12~~ <u>March 14</u> , 202 <u>45</u>
Deadline for Plaintiffs to file their Motion for Final Approval of Class Action Settlement:	~~December 6~~ <u>April 4</u> , 202 <u>45</u>
Final Fairness Hearing:	~~_____~~ , <u>May</u> <u>1</u> , 2025

13. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

14. The Court shall retain jurisdiction to enforce the Settlement pursuant to California Code of Civil Procedure section 664.6.

~~Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.~~

1 **IT IS SO ORDERED.**

2
3 Dated: _____, 2024

4 Hon. Melissa R. McCormick
5 Judge of the Superior Court
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT H



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **Orange County Erectors - Revised Class Notice (FINAL), Armando Garcia-Avila Vs. Orange County Erectors, Inc., Case No. 30-2022-01284202-CU-OE-CXC**

Order Date: November 22, 2024

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon



TRANSAPTION



3 Gernay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **Orange County Erectors - Revised Class Notice (FINAL)**, in the case of *Armando Garcia-Avila Vs. Orange County Erectors, Inc.*, Case no. 30-2022-01284202-CU-OE-CXC and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on NOV 22, 2024.

Christina Harmon

Christina Guerrero Harmon

11/22/2024

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE ORANGE

ARMANDO GARCÍA-AVILA, en nombre propio y de
todos los demás en situación similar,

Demandante,
Contra

ORANGE COUNTY ERECTORS, INC., una
corporación de California; y Asociados,

Demandados.

Causa N°.: 30-2022-01284202-CU-OE-CXC

**AVISO DE PENDENCIA DE LA DEMANDA
COLECTIVA Y DE PAGA Y PROPUESTA DE
ACUERDO**

Para: Todos los empleados actuales y anteriores no exentos que no estén regidos por un convenio colectivo de trabajo y que hayan sido empleados por el Demandado Orange County Erectors, Inc. en California entre el 5 de octubre de 2018 y el <<PRELIM APPROVAL DATE>>. Colectivamente, se hará referencia a estos empleados como “Miembros de la Clase del Acuerdo”.

**LEA ATENTAMENTE ESTE AVISO
ESTE AVISO SE ENVÍA EN ESPAÑOL E INGLÉS
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS TANTO SI ACTÚA COMO SI NO**

¿Por qué debe leer este aviso?

El Tribunal Superior del Condado de Orange ha concedido la aprobación preliminar de un Acuerdo de Demanda Colectiva propuesto (el “Acuerdo”) en el causa de *Armando García-Avila, et al. contra Orange County Erectors, Inc.*, Causa del Tribunal Superior del Condado de Orange N° 30-2022-01284202-CU-OE-CXC (la “Demanda”). Debido a que sus derechos pueden verse afectados por el Acuerdo, es importante que lea detenidamente este aviso.

Usted podría tener derecho a recibir dinero de este Acuerdo. Los expedientes del Demandado Orange County Erectors, Inc. (“Orange County Erectors”) muestran que usted fue empleado de Orange County Erectors en California como empleado no exento en California y no regido por un convenio colectivo, del 5 de octubre de 2018 hasta el <<PRELIM APPROVAL DATE>> (el “Período de la Clase”). El Tribunal ordenó que se le envíe este Aviso porque usted podría tener 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 Demanda, informarle de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo y explicarle qué pasos puede dar para participar, objetarse a, o excluirse del Acuerdo. Si no se excluye del Acuerdo y el Tribunal aprueba definitivamente el Acuerdo, quedará vinculado por los términos del Acuerdo y por cualquier sentencia definitiva.

¿De qué trata esta causa?

Los Demandantes Armando García-Avila y Roberto Rincón López (“Demandantes”) presentaron esta Demanda contra Orange County Erectors, buscando hacer valer reclamaciones en nombre de una clase de empleados actuales y anteriores no exentos que no estaban regidos por un Acuerdo de negociación colectiva y que trabajaron para Orange County Erectors en California durante el Período de la Clase. Los Demandantes son conocidos como los “Representantes de la Clase” y sus abogados, que también representan los intereses de todos los Miembros de la Clase del Acuerdo, son conocidos como los “Abogados de la Clase”.

Los Demandantes alegan que Orange County Erectors no les pagó a los Miembros de la Clase del Acuerdo todos los salarios mínimos y horas extras y no proporcionó los períodos de comida y descanso requeridos a los Miembros de la Clase del Acuerdo. La Demanda también alega que, como resultado de estos supuestos incumplimientos, Orange County Erectors no le proporcionó a los Miembros de la Clase del Acuerdo declaraciones salariales precisas y completas y no pagó oportunamente todos los salarios finales en el momento de la separación del empleo. Como resultado adicional de los supuestos incumplimientos, los Demandantes alegan que Orange County Erectors incurrió en prácticas comerciales desleales y es responsable de sanciones civiles en virtud de la Ley General de Abogados Privados del Código Laboral (“PAGA” por sus siglas en inglés).

Orange County Erectors niega toda responsabilidad frente a los Miembros de la Clase del Acuerdo, niega los alegatos de



hecho y de derecho de la causa y cree que tiene defensas válidas frente a las reclamaciones de los Demandantes. Orange County Erectors ha celebrado el Acuerdo con el único propósito de resolver esta disputa y ha aceptado resolver la causa como parte de un Acuerdo con los Demandantes. En consecuencia, el Acuerdo constituye un compromiso de las reclamaciones en disputa y no debe interpretarse como una admisión de responsabilidad por parte de Orange County Erectors, que niega expresamente toda responsabilidad.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones de los Demandantes. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias con sus operaciones comerciales, las Partes concluyeron que es en su mejor interés y en el interés de los Miembros de la Clase del Acuerdo llegar a un Acuerdo sobre la Demanda en los términos resumidos en este Aviso. Después de que Orange County Erectors proporcionó la información pertinente a los Abogados de la Clase, se llegó al Acuerdo tras una mediación y negociaciones en condiciones de igualdad entre las partes.

Los Representantes de la Clase y los Abogados de la Clase apoyan el Acuerdo. Entre las razones para el apoyo se encuentran las defensas a la responsabilidad potencialmente disponibles para Orange County Erectors, el riesgo de denegación de la certificación de la Clase, los riesgos inherentes de un juicio sobre el fondo y los retrasos e incertidumbres asociados con el litigio.

Si usted sigue siendo empleado de Orange County Erectors, su decisión de participar o no en el Acuerdo no afectará a su empleo. La ley de California y la política de Orange County Erectors prohíben estrictamente las represalias ilegales. Orange County Erectors no tomará ninguna medida laboral adversa ni tomará represalias, ni discriminará, a ningún Miembro de la Clase del Acuerdo debido a la decisión del Miembro de la Clase del Acuerdo de participar o no participar en el Acuerdo.

¿Quiénes son los abogados?

Abogados de los Demandantes/Miembros del Acuerdo Colectivo: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Joel M. Gordon jgordon@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Abogados del Demandado Orange County Erectors, Inc.: FISHER & PHILLIPS, LLP Spencer W. Waldron swaldron@fisherphillips.com 2050 Main Street, Suite 1000 Irvine, California 92614 Tel.: (949) 851-2424 fisherphillips.com
--	---

¿Cuáles son los términos del Acuerdo?

El <<PRELIM APPROVAL DATE>>, el Tribunal certificó preliminarmente una clase, sólo para fines de Acuerdo, de todos los empleados actuales y anteriores no exentos que no están regidos por un Acuerdo de negociación colectiva y que fueron empleados de Orange County Erectors en California entre el 5 de octubre de 2018 y el <<PRELIM APPROVAL DATE>>. Los Miembros de la Clase del Acuerdo que no opten por excluirse del Acuerdo de conformidad con los procedimientos establecidos en este Aviso estarán obligados por el Acuerdo y liberarán sus reclamaciones contra Orange County Erectors como se describe a continuación.

Orange County Erectors ha acordado pagar \$750,000.00 (el “Monto Bruto del Acuerdo”) para resolver completamente todas las reclamaciones en la Demanda, incluyendo los pagos a los Miembros de la Clase del Acuerdo, los honorarios y gastos de abogados solicitados, los costos de administración del Acuerdo, el monto designado como sanciones civiles PAGA y los Pagos de Mejora de los Representantes de la Clase.

Las partes solicitarán las siguientes deducciones del importe bruto del Acuerdo:

Costes de administración del Acuerdo. El Tribunal ha aprobado que Phoenix Settlement Administrators actúe como “Administrador del Acuerdo”, quien le está enviando esta Notificación y realizará muchas otras tareas relacionadas con el Acuerdo. El Tribunal ha aprobado reservar hasta \$8,000.00 del Monto Bruto del Acuerdo para pagar los costos de administración del Acuerdo.



Honorarios y Gastos de Abogados. Los Abogados de la Clase han estado llevando adelante la Demanda en nombre de los Miembros de la Clase del Acuerdo con base en honorarios condicionales (es decir, sin recibir ningún pago hasta la fecha) y han estado pagando todos los costos y gastos del litigio. El Tribunal determinará la cantidad real concedida a los Abogados de la Clase en concepto de honorarios de abogados, que se abonará con cargo al Importe Bruto del Acuerdo. Los Miembros de la Clase del Acuerdo no son personalmente responsables de ninguno de los honorarios o gastos de los abogados del Abogado de la Clase. Los Abogados de la Clase de la Demanda Colectiva solicitarán unos honorarios de hasta un tercio del Importe bruto del Acuerdo, que actualmente se estima en \$250,000.00, como compensación razonable por el trabajo que los Abogados de la Clase de la Demanda Colectiva realizaron y seguirán realizando en esta Demanda hasta la finalización del Acuerdo. Los Abogados de la Clase también solicitarán el reembolso de hasta \$30,000.00 por los costes verificados en los que incurrieron los Abogados de la Clase en relación con la Demanda.

Pagos de mejora a los Representantes de la Clase. Los Abogados de la Clase le solicitarán al Tribunal que conceda pagos de mejora por un importe de \$7,500 cada uno, por un total de \$15,000, a los Representantes de la Clase para compensarles por su servicio y trabajo extra prestado en nombre de los Miembros de la Clase del Acuerdo.

Pago PAGA al estado de California. Se pagarán \$30,000.00 a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral de California (“LWDA”, por sus siglas en inglés), lo que representa el 75% de los \$40,000.00 que las partes han acordado asignar al Acuerdo de las reclamaciones de los Demandantes en nombre de los Empleados Agraviados conforme a la PAGA. Los \$10,000.00 restantes serán pagaderos a los Empleados Agraviados como el “Monto PAGA”, según se describe a continuación.

Cálculo de las Compensaciones del Acuerdo Colectivo de los Miembros del Acuerdo. Después de deducir las cantidades aprobadas por el Tribunal mencionadas anteriormente, el saldo del Importe Bruto del Acuerdo formará el Importe Neto del Acuerdo (“NSA” por sus siglas en inglés), que se distribuirá entre todos los Miembros de la Clase del Acuerdo que no presenten una Solicitud de Exclusión válida y oportuna (descrita a continuación). El NSA se estima en aproximadamente \$406,000.00 y se dividirá de la siguiente manera:

- (i) Pagos a todos los Miembros Participantes de la Clase del Acuerdo: El noventa por ciento (90%) del NSA se distribuirá entre todos los Miembros Participantes de la Clase del Acuerdo con base en las Semanas Laborales proporcionales trabajadas por cada Miembro Participante de la Clase del Acuerdo durante el Período de la Clase y se calculará multiplicando el 90% del NSA por una fracción, cuyo numerador es el número de Semanas Laborales trabajadas por el Miembro Participante de la Clase del Acuerdo durante el Período de la Clase y cuyo denominador es el total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase del Acuerdo durante el Período de la Clase.
- (ii) Importe del Tiempo de Espera: El cinco por ciento (5%) del NSA se designará como el “Monto por Tiempo de Espera”. Cada Miembro Participante de la Clase del Acuerdo cuyo empleo con Orange County Erectors hubiera terminado en cualquier momento desde el 5 de octubre de 2019 hasta el <<PRELIM APPROVAL DATE>>, recibirá una parte igual y prorrateada del Monto del Tiempo de Espera. En otras palabras, el Monto del Tiempo de Espera se dividirá en partes iguales entre todos los Miembros Participantes de la Clase del Acuerdo cuyo empleo con Orange County Erectors finalizó en cualquier momento desde el 5 de octubre de 2019 hasta el <<PRELIM APPROVAL DATE>>.
- (iii) Importe de la Declaración Salarial: El cinco por ciento (5%) del NSA se designará como el “Importe de la Declaración Salarial”. Cada Miembro Participante de la Clase del Acuerdo que fue empleado por Orange County Erectors en cualquier momento desde el 5 de octubre de 2021 hasta el <<PRELIM APPROVAL DATE>> recibirá una porción de la Cantidad de la Declaración de Salario proporcional al número de Semanas Laborales que haya trabajado durante el período desde el 5 de octubre de 2021 hasta el <<PRELIM APPROVAL DATE>> y que se calculará multiplicando el 5% del NSA por una fracción, cuyo numerador es el número de Semanas Laborales trabajadas por el Miembro Participante de la Clase del Acuerdo desde el 5 de octubre de 2021 hasta el <<PRELIM APPROVAL DATE>> y cuyo denominador es el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase del Acuerdo durante el período comprendido entre el 5 de octubre de 2021 y el <<PRELIM APPROVAL DATE>>.
- (iv) Importe PAGA: Además del Monto Neto del Acuerdo, el Monto PAGA de \$10,000 se asignará de la siguiente manera: Cada Miembro de la Clase del Acuerdo que fue empleado por Orange County Erectors en cualquier momento desde el 5 de octubre de 2021 hasta el <<PRELIM APPROVAL DATE>> (“Período PAGA”) (incluidos aquellos que presenten una Solicitud de Exclusión válida y oportuna del Acuerdo de Demanda Colectiva) es un “Empleado Agraviado” y recibirá una parte del

Monto PAGA proporcional al número de períodos de pago trabajados durante el Período PAGA y que se calculará multiplicando el Monto PAGA por una fracción cuyo numerador es el número bruto de períodos de pago del Empleado Agraviado trabajados durante el Período PAGA y cuyo denominador es el número total de períodos de pago trabajados por todos los Empleados Agraviados (incluidos aquellos que presenten una Solicitud de Exclusión del Acuerdo de Demanda Colectiva válida y oportuna) durante el Período PAGA.

Pagos a los Miembros de la Clase del Acuerdo. Si el Tribunal concede la aprobación definitiva del Acuerdo, las Adjudicaciones del Acuerdo se enviarán por correo a todos los Miembros de la Clase del Acuerdo que no hayan presentado una Solicitud de Exclusión válida y oportuna. Los cheques del Acuerdo tendrán una validez de 180 días a partir de la fecha en que el Administrador del Acuerdo los envíe por correo. Todos los fondos pagaderos a los Miembros de la Clase del Acuerdo cuyos cheques no se cobren dentro de los 180 días posteriores al envío se distribuirán al Fondo de Propiedad No Reclamada del Contralor de California a nombre del Miembro de la Clase del Acuerdo.

Asignación e Impuestos. A efectos del cálculo de los impuestos y retenciones aplicables, cada Adjudicación del Acuerdo del NSA se asignará de la siguiente manera: 80% como penalizaciones e intereses; y 20% como salarios. Cualquier pago procedente del Importe PAGA se asignará como sanciones al 100%. El Administrador del Acuerdo será responsable de emitirles a los Miembros Participantes de la Clase del Acuerdo los Formularios W-2 del IRS por los montos considerados “salarios” y los Formularios 1099 del IRS por los montos asignados como penalidades e intereses. Los Miembros de la Clase del Acuerdo son responsables del tratamiento adecuado del impuesto sobre la renta de los pagos individuales del Acuerdo. El Administrador del Acuerdo, Orange County Erectors y sus abogados y los Abogados de la Clase no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros de la Clase del Acuerdo deben consultar con sus asesores fiscales acerca de las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del Acuerdo.

Liberación: Si el Tribunal aprueba el Acuerdo y tras la financiación completa del Importe Bruto del Acuerdo, los Demandantes y cada uno de los Miembros de la Clase del Acuerdo (excepto aquellos que opten por no participar) liberarán y exonerarán totalmente a Orange County Erectors y a todos sus funcionarios, directores, empleados, accionistas, agentes, fideicomisarios, representantes, abogados, aseguradores, reaseguradores, empresas matrices, subsidiarias, divisiones, filiales, predecesores y sucesores (colectivamente, las “Partes Exoneradas”), de la siguiente manera: Los Miembros de la Clase del Acuerdo que no se excluyan renunciarán a todas las reclamaciones, causas de acción y teorías legales alegadas o que podrían haberse alegado basándose en los hechos de la Segunda Demanda de Demanda Colectiva y Representativa Enmendada (“SAC”) operativa, incluyendo: (a) falta de pago de los salarios mínimos; (b) falta de pago de todos los salarios por horas extraordinarias; (c) falta de provisión de todos los períodos de comida de Acuerdo con la ley de California; (d) falta de autorización y permiso de todos los períodos de descanso de Acuerdo con la ley de California; (e) falta de provisión de declaraciones salariales precisas y desglosadas; (f) falta de pago de todos los salarios adeudados tras la separación del empleo; y (g) todas las reclamaciones por prácticas comerciales desleales que podrían haberse basado en los hechos, reclamaciones, causas de acción o teorías legales de reparación alegadas en la SAC (colectivamente, las “Reclamaciones Exoneradas de la Clase”). El período de las Reclamaciones Exoneradas de la Clase se extenderá hasta los límites del Período de la Clase.

Además, todos los Miembros del Acuerdo Colectivo (independientemente de que optaran por participar o no) que fueron empleados de Orange County Erectors en cualquier momento durante el Período PAGA son “Empleados Agraviados” y liberarán a las Partes Exoneradas de todas las reclamaciones por sanciones civiles en virtud de PAGA que surjan durante el Período PAGA, según se divulga en la Carta de Notificación del Demandante García-Ávila del 5 de octubre de 2022 a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral (“LWDA”, por sus siglas en inglés) (“las Reclamaciones Exoneradas de PAGA”). Los Empleados Agraviados estarán obligados por la exoneración en las mencionadas “Reclamaciones Exoneradas PAGA”, independientemente de si cobran o no sus cheques por su parte del Monto PAGA.

Condiciones del Acuerdo. El Acuerdo está condicionado a que el Tribunal emita una orden en la Audiencia de Aprobación Definitiva o con posterioridad a la misma, aprobando definitivamente el Acuerdo como justo, razonable, adecuado y en el mejor interés de la Clase del Acuerdo y a que se dicte 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 durante el Período de la Demanda Colectiva, el número proporcional de Semanas Laborales que trabajó desde el 5 de octubre de 2021 hasta el <<PRELIM APPROVAL DATE>> y si se separó de su empleo en cualquier momento desde el 5 de octubre de 2019 hasta el <<PRELIM APPROVAL DATE>>, como se indica en el Aviso de Adjudicación Estimada del Acuerdo adjunto. Usted también estará obligado por el Acuerdo, incluyendo la exoneración de reclamaciones indicada anteriormente.



¿Qué otras opciones tengo?

Información sobre la disputa en el Aviso de Adjudicación del Acuerdo Estimado. Su adjudicación se basa en el número proporcional de Semanas Laborales que usted trabajó durante el Período de la Clase, el número proporcional de Semanas Laborales que usted trabajó desde el 5 de octubre de 2021 hasta el <<PRELIM APPROVAL DATE>> y si usted separó su empleo en algún momento entre el 5 de octubre de 2019 y el <<PRELIM APPROVAL DATE>>. La información contenida en los expedientes de Orange County Erector con respecto a cada uno de estos factores, junto con el estimado de la Adjudicación del Acuerdo que le correspondería, se enumeran en el Aviso de Adjudicación del Acuerdo Estimado adjunto. Si no está de Acuerdo con la información contenida en el Aviso de Adjudicación del Acuerdo Estimado que le correspondería, puede presentar una disputa, junto con cualquier documentación justificativa, de Acuerdo con los procedimientos establecidos en el Aviso de Adjudicación del Acuerdo Estimado. Las impugnaciones, junto con la documentación acreditativa, deberán llevar matasellos con fecha no posterior al <<RESPONSE DEADLINE>>. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y atenderán de buena fe la resolución de cualquier disputa presentada por los Miembros de la Clase del Acuerdo. El Administrador del Acuerdo determinará inicialmente si una persona puede participar, así como los montos de las Adjudicaciones del Acuerdo correspondientes. Sin embargo, el Tribunal tendrá derecho a revisar la determinación inicial del Administrador del Acuerdo y el Tribunal tomará la determinación final con respecto si una persona puede participar y el monto de cualquier Adjudicación del Acuerdo y la determinación del Tribunal será vinculante para los Miembros de la Clase del Acuerdo y las Partes.

Excluirse del Acuerdo. Si **no** desea participar en el Acuerdo, puede excluirse enviándole al Administrador del Acuerdo un Formulario de Solicitud de Exclusión por escrito, con matasellos no posterior al <<RESPONSE DEADLINE>>, con su nombre, dirección, número de teléfono, cuatro últimos dígitos de su número de la seguridad social, una declaración de que desea ser excluido del Acuerdo y su firma. Junto con este Aviso se incluye un Formulario de Solicitud de Exclusión.

Envíe el Formulario de solicitud de exclusión directamente al Administrador del Acuerdo al <<INSERT ADMINISTRATOR CONTACT INFO>>. Toda persona que presente una Solicitud de Exclusión del Acuerdo en tiempo y forma, una vez recibida por el Administrador del Acuerdo, dejará de ser Miembro de la Clase del Acuerdo, no podrá participar de ninguna parte del Acuerdo de la Demanda Colectiva y no recibirá ningún beneficio del Acuerdo de la Demanda Colectiva. Sin embargo, todos los Empleados Agraviados que trabajaron para Orange County Erectors durante el Período PAGA, incluidos aquellos que opten por no participar, estarán obligados por la porción PAGA del Acuerdo y recibirán una porción del Monto PAGA. **No presente tanto una Disputa como una Solicitud de Exclusión.** Si lo hace, la Solicitud de Exclusión no será válida, se le incluirá en la Clase del Acuerdo y quedará vinculado por los términos del Acuerdo.

Objetarse al Acuerdo. También tiene derecho a objetarse a los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del Acuerdo. Si desea objetarse al Acuerdo, o a cualquier parte de este, deberá enviar por correo una objeción por escrito al Administrador del Acuerdo. Su objeción por escrito deberá incluir su nombre, dirección, así como la información de contacto de cualquier abogado que le represente en relación con su objeción, el nombre y número de la causa, cada razón específica en apoyo de su objeción y cualquier apoyo legal o de hecho respecto de cada objeción, junto con cualquier prueba en apoyo de su objeción. Las objeciones deberán presentarse por escrito y deberán llevar matasellos del día <<RESPONSE DEADLINE>> o anterior.

También puede comparecer en la Audiencia de Aprobación Definitiva programada para el 8 de mayo de 2025, a las 2:00 p.m. en el Juzgado CX-104 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, 92701. Usted tiene derecho a comparecer en persona o a través de su propio abogado en esta audiencia. Cualquier abogado que pretenda representar a una persona que se oponga al Acuerdo debe presentar una notificación de comparecencia ante el Tribunal y notificar al abogado de todas las partes en o antes del <<RESPONSE DEADLINE>>. Todas las objeciones u otra correspondencia deben indicar el nombre y el número de la causa, que es *Armando García-Avila, et al. contra Orange County Erectors, Inc.*, Tribunal Superior del Condado de Orange Causa n° 30-2022-01284202-CU-OE-CXC. No necesita objetarse por escrito para tomar la palabra en la Audiencia de Aprobación Definitiva.

Si usted se opone al Acuerdo, seguirá siendo Miembro de la Clase del Acuerdo y, si el Tribunal aprueba el Acuerdo, estará obligado por los términos del Acuerdo del mismo modo que los Miembros de la Clase del Acuerdo que no se opongan.

¿Cuál es el siguiente paso?



El Tribunal celebrará una Audiencia de Aprobación Definitiva sobre la adecuación, razonabilidad y equidad del Acuerdo el 8 de mayo de 2025, a las 14:00 horas, en el Juzgado CX-104 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, 92701. También se le solicitará al Tribunal que se pronuncie sobre la solicitud de los Abogados de la Clase de Demandantes de honorarios de abogados y reembolso de costes y gastos documentados y de los Pagos de mejora a los Representantes de la Clase de Demandantes. La Audiencia de Aprobación Definitiva podrá aplazarse sin previo aviso a la Clase del Acuerdo. Puede ponerse en contacto con los Abogados de la Clase utilizando la información de contacto facilitada anteriormente para confirmar la dirección y la hora de la audiencia. **No está obligado a asistir a la Audiencia de Aprobación Definitiva, aunque cualquier Miembro de la Clase del Acuerdo es bienvenido a asistir a la audiencia.**

Si el Tribunal concede la Aprobación Definitiva del Acuerdo, el Administrador del Acuerdo publicará la Sentencia durante al menos 180 días en la siguiente dirección de Internet: <<ADMINISTRATOR WEBSITE INFO>>.

¿Cómo puedo obtener información adicional?

Este Aviso es sólo un resumen de la Demanda y del Acuerdo. Para obtener más información, puede revisar los archivos del Tribunal y el Acuerdo de conciliación en la Oficina del Secretario del Tribunal Superior del Condado de Orange, ubicada en 751 West Santa Ana Boulevard, Santa Ana, 92701, durante el horario habitual del tribunal. También puede visitar el sitio web del Tribunal Superior del Condado de Orange en www.occourts.org para inspeccionar el archivo del Tribunal siguiendo la pestaña “Case Access” (Acceso a causas) en “Online Services” (Servicios en línea), seleccionando “Civil Case & Document Access” (Acceso a Causas y Documentos Civiles) e introduciendo la información del número de causa para esta causa, que es Case No. 30-2022-01284202-CU-OE-CXC. Para obtener más información, también puede ponerse en contacto con los Abogados de la Clase utilizando la información de contacto anteriormente indicada.

También puede acceder a los documentos clave de la causa, incluida la Demanda operativa, el Acuerdo de conciliación, este aviso de Demanda Colectiva, así como la orden por la que se concede la aprobación preliminar en el sitio web del administrador del Acuerdo en <<SETTLEMENT ADMINISTRATOR WEBSITE>>.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL, A ORANGE COUNTY ERECTORS NI A SUS ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE ACUERDO

RECORDATORIO DE LOS PLAZOS

La fecha límite para presentar alguna disputa, solicitud de exclusión u objeción es <<RESPONSE DEADLINE>>. Estos plazos se cumplirán estrictamente.



EXHIBIT I



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **Orange County Erectors Notice of Settlement Award (FINAL), Armando Garcia-Avila Vs. Orange County Erectors, Inc., Case No. 30-2022-01284202-CU-OE-CXC**

Order Date: November 22, 2024

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of ***Orange County Erectors Notice of Settlement Award (FINAL)***, in the case of *Armando Garcia-Avila Vs. Orange County Erectors, Inc.*, Case no. 30-2022-01284202-CU-OE-CXC and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on NOV 22, 2024.

Christina Harmon

Christina Guerrero Harmon

11/22/2024

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

NOTIFICACIÓN DE LA ADJUDICACIÓN ESTIMADA DEL ACUERDO

ARMANDO GARCÍA-AVILA CONTRA ORANGE COUNTY ERECTORS, INC.
TRIBUNAL SUPERIOR DEL CONDADO DE ORANGE CASO N°. 30-2022-01284202-CU-OE-CXC

Sírvase completar, firmar, fechar y devolver este Formulario a <<ADMINISTRATOR CONTACT INFO>> SÓLO SI (1) su información de contacto personal ha cambiado, y/o (2) desea disputar cualquiera de los puntos enumerados en la Sección (III), a continuación. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo.

(I) Por favor, escriba su nombre a máquina o con letra de imprenta:

(Nombre, Medio, Apellido)

(II) Escriba a máquina o con letra de imprenta los siguientes datos identificativos si su información de contacto ha cambiado:

Nombres anteriores (si los hay)

Nueva Dirección

Ciudad

Estado

Código postal

(III) Información utilizada para calcular su indemnización por Acuerdo:

Según los registros del Demandado Orange County Erectors, Inc. ("Orange County Erectors"):

- (a) Usted trabajó para Orange County Erectors en California como empleado no exento, no sujeto a convenio colectivo, desde el _____ hasta el _____;
- (b) Usted trabajó _____ Semanas Laborales como empleado no exento para Orange County Erectors en California entre el 5 de octubre de 2018 y el [PRELIMINARY APPROVAL DATE];
- (c) Usted trabajó _____ Semanas Laborales como empleado no exento para Orange County Erectors en California entre el 5 de octubre de 2021 y el [PRELIMINARY APPROVAL DATE]; y
- (d) Su empleo con Orange County Erectors <<SI/NO>> finalizó entre el 5 de octubre de 2019 y el [PRELIMINARY APPROVAL DATE].

Sobre la base de lo anterior, su Adjudicación Individual del Acuerdo se estima en \$ _____.

(IV) Si no está de Acuerdo con los puntos (a), (b), (c) y/o (d) de la Sección (III) anterior, explique por qué en el espacio que se proporciona a continuación e incluya copias de cualquier prueba o documentación justificativa con este formulario:

Si usted disputa la información anterior de los registros de Orange County Erectors, los registros de Orange County Erectors prevalecerán a menos que usted pueda proporcionar documentación que establezca lo contrario, y que los registros de Orange County Erectors estén equivocados. Si hay una disputa sobre si la información de Orange County Erectors o la suya es exacta, y la disputa no puede resolverse informalmente, la disputa se resolverá como se describe en el "Aviso de Pendencia de Acción Colectiva y PAGA y Acuerdo Propuesto" que acompaña a este Formulario.



**LAS IMPUGNACIONES, JUNTO CON TODA LA DOCUMENTACIÓN JUSTIFICATIVA, DEBERÁN ESTAR
MATASELLADAS A MÁS TARDAR EL <<RESPONSE DEADLINE>>.**

Firma: _____

Fecha: _____



EXHIBIT J



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **Orange County Erectors Request for Exclusion Form (FINAL), Armando Garcia-Avila Vs. Orange County Erectors, Inc., Case No. 30-2022-01284202-CU-OE-CXC**

Order Date: November 22, 2024

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of ***Orange County Erectors Request for Exclusion Form (FINAL)***, in the case of *Armando Garcia-Avila Vs. Orange County Erectors, Inc.*, Case no. 30-2022-01284202-CU-OE-CXC and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on NOV 22, 2024.

Christina Harmon

Christina Guerrero Harmon

11/22/2024

Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Armando García-Avila, et al. contra Orange County Erectors, Inc.
Tribunal Superior del Condado de Orange
Caso No: 30-2022-01284202-CU-OE-CXC

SI NO DESEA FORMAR PARTE DEL ACUERDO DE DEMANDA COLECTIVA, DEBE CUMPLIMENTAR, FIRMAR Y ENVIAR POR CORREO ESTE FORMULARIO, CON MATASELLOS DE **[INSERT DATE] O ANTERIOR, DIRIGIDO A:**

PHOENIX SETTLEMENT ADMINISTRATORS
ARMANDO GARCÍA-AVILA CONTRA ORANGE COUNTY ERECTORS, INC.
ADMINISTRADOR DEL ACUERDO
ADDRESS
ADDRESS
PHONE
FAX

NO ENVÍE ESTE FORMULARIO SI DESEA RECIBIR UN PAGO EN VIRTUD DEL ACUERDO.

Al firmar, rellenar y devolver este formulario, confirmo que no deseo ser incluido en el Acuerdo de la Demanda titulada *Armando García-Avila, et al. contra Orange County Erectors, Inc.*, Tribunal Superior del Condado de Orange Caso No.: 30-2022-01284202-CU-OE-CXC.

DESEO SER EXCLUIDO DE LA CLASE DEL ACUERDO EN EL CASO *ARMANDO GARCÍA-AVILA CONTRA ORANGE COUNTY ERECTORS, INC.* ENTIENDO QUE SI SOLICITO SER EXCLUIDO DE LA CLASE 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 CONCILIACIÓN DE LAS DEMANDAS ENTABLADAS DE CONFORMIDAD CON LA LEY GENERAL DE ABOGADOS PRIVADOS DEL CÓDIGO LABORAL DE 2004 (“PAGA”) SEGÚN SE DESCRIBE EN LA NOTIFICACIÓN ADJUNTA DE PENDENCIA DE LA DEMANDA COLECTIVA Y PAGA Y EN EL ACUERDO PROPUESTO.

Nombre

Número de Teléfono

Dirección

Fecha

Firma

Cuatro últimos dígitos del número de Seguridad Social: _____



EXHIBIT K



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **2024-10-29 Orange County Erectors Objection Form (FINAL), Armando Garcia-Avila Vs. Orange County Erectors, Inc., Case No. 30-2022-01284202-CU-OE-CXC**

Order Date: November 22, 2024

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **2024-10-29 Orange County Erectors Objection Form (FINAL)**, in the case of *Armando Garcia-Avila Vs. Orange County Erectors, Inc.*, Case no. 30-2022-01284202-CU-OE-CXC and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on NOV 22, 2024.

Christina Harmon

Christina Guerrero Harmon

11/22/2024

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

FORMULARIO DE OBJECCIÓN

Armando García-Ávila contra Orange County Erectors, Inc.
TRIBUNAL SUPERIOR DEL CONDADO DE ORANGE
Caso No.: 30-2022-01284202-CU-OE-CXC

Todas las objeciones deben ser enviadas por correo o entregadas directamente al Administrador del Acuerdo, Phoenix Settlement Administrators, en <<INSERT ADMINISTRATOR CONTACT INFO>> en o antes del <<RESPONSE DEADLINE>>. Todas las objeciones deben entregarse mataselladas y deberán haber sido enviadas antes del <<RESPONSE DEADLINE>>.

Información del Miembro de la Clase objetor:

Nombre _____ Número de teléfono _____

Dirección _____

Fecha _____ Firma _____

Describa la naturaleza y el fundamento de cada objeción y adjunte páginas adicionales si es necesario:

