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 SANTOS HERNANDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

SANTOS HERNANDEZ, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

STANLEY G. ALEXANDER, INC., a
 California corporation; and DOES 1 through
 10, inclusive,

Defendants.

) Case No. 30-2022-01291342-CU-OE-CXC

) Assigned for All Purposes To:
) Judge: Hon. Melissa R. McCormick
) Dept: CX-104

) **FIRST AMENDED STIPULATION OF**
) **CLASS ACTION AND PAGA**
) **SETTLEMENT**

) Action Filed: November 14, 2022
) FAC Filed: February 22, 2023
) Trial Date: None Set

1 **FIRST AMENDED STIPULATION OF CLASS ACTION SETTLEMENT**

2 IT IS HEREBY STIPULATED, by and between Plaintiff Santos Hernandez (“Plaintiff”),
3 individually and on behalf of others similarly situated, on the one hand, and Defendant Stanley G.
4 Alexander, Inc. (“Defendant”), on the other hand, and subject to the approval of the Court, that the
5 above-captioned action is hereby compromised and settled pursuant to the terms and conditions set
6 forth in this First Amended Stipulation of Class Action Settlement (“Stipulation”), and that the
7 Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth
8 below, and subject to the definitions, recitals, and terms set forth herein which by this reference
9 become an integral part of this Stipulation.

10 **DEFINITIONS**

11 1. “Action” means the class action Complaint, identified as *Santos Hernandez v.*
12 *Stanley G. Alexander, Inc., et al.*, Case No. 30-2022-01291342-CU-OE-CXC, which was filed in
13 the Superior Court of the State of California for the County of Orange on November 14, 2022, the
14 First Amended Complaint asserting PAGA violations, which was filed in the Superior Court of the
15 State of California for the County of Orange on February 22, 2023, and the Second Amended
16 Complaint asserting additional claims, which was filed in the Superior Court of the State of
17 California for the County of Orange on March 28, 2024.

18 2. “Class Counsel” means Kane Moon, Lilit Ter-Astvatsatryan, and Linh Tran of
19 Moon Law Group, PC.

20 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
21 litigation and resolution of this Action (up to 33 1/3% of the Gross Settlement Amount), in the
22 amount of One Hundred Forty-Six Thousand Six Hundred Fifty-Two Dollars (\$146,652.00), plus
23 Class Counsel’s expenses and costs reasonably incurred in connection with the Action in the
24 amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), both to be paid out of the Gross
25 Settlement Amount.

26 4. “Class Information” means information regarding Class Members that Defendant
27 shall in good faith compile from its records and shall be authorized by the Court to transmit in a
28 secured manner to the Settlement Administrator. Class Information shall be transmitted in

1 electronic form and shall include: each Class Member's full name, last known address, Social
2 Security Number, and total number of Compensable Workweeks.

3 5. "Class Members" means Plaintiff and all current and former non-exempt employees
4 who were employed by Defendant at any time during the Class Period defined below.

5 6. "Class Notice" means the Notice of Class Action Settlement, substantially in the
6 form attached hereto as **Exhibit 1**, including English and Spanish translations, which shall be
7 subject to Court approval, and which the Settlement Administrator shall mail to each Class
8 Member explaining the terms of the Settlement. The Class Notice will set forth the Class Member's
9 total number of Compensable Workweeks and estimated Individual Settlement Award.

10 7. "Class Period" means the period from November 14, 2018 through the date the
11 Court grants Preliminary Approval of the Settlement.

12 8. "Compensable Workweeks" means the total number of weeks during which a Class
13 Member worked for Defendant as a non-exempt employee during the Class Period, based on
14 Defendant's records. Each Class Member's number of Compensable Workweeks will be used to
15 calculate the amount of his or her pro rata Individual Settlement Award. Compensable Workweeks
16 may be based on either: (1) weeks during which at least one day was worked; or (2) hire dates and,
17 where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave,
18 and dates of any transition between nonexempt and exempt status.

19 9. "Defendant" means Stanley G. Alexander, Inc.

20 10. "Defense Counsel" means Marie DiSante, Erin Owen, and Taylor Wendland of
21 CDF Labor Law LLP.

22 11. "Effective Date" refers to the date by which the last of the following has occurred:
23 (1) the Stipulation has been executed by all Parties, and Class Counsel; (2) the Court has granted
24 preliminary approval of the Settlement; (3) the Class Notice has been sent to the Class Members,
25 providing them with an opportunity to object to the terms of the Settlement; (4) the Court has held
26 a Final Approval Hearing, entered a Final Order and Judgment, and approved the Stipulation, and
27 no objections have been filed; or, if an objection has been filed, and (5) five business days after the
28 period for filing any appeal, writ or other appellate proceeding opposing the Court's Final Order

1 and Judgment has elapsed without any appeal, writ or other appellate proceeding having been filed.
2 For purposes of determining the Effective Date, the Parties agree that only California Courts have
3 jurisdiction over any such appeals, except for any appellate procedure over which the United States
4 Supreme Court may exercise jurisdiction.

5 12. “Employer’s Share of Payroll Taxes” means Defendant’s share of payroll taxes
6 (including but not limited to FICA and FUTA) on the portion of the Individual Settlement Awards
7 that constitutes wages, up to a maximum wage allocation of twenty percent (20%), which is to be
8 paid to the Settlement Administrator apart from and in addition to the Gross Settlement Amount.

9 13. “Final Approval Hearing” means the hearing to be conducted by the Court after
10 Plaintiff files an appropriate motion, and following appropriate notice to the Class Members, at
11 which time Plaintiff will request that the Court finally approve the fairness, reasonableness and
12 adequacy of the terms and conditions of Settlement, enter the Final Order and Judgment, and take
13 other appropriate action.

14 14. “Final Order and Judgment” means the order and judgment to be entered by the
15 Court upon granting final approval of the Settlement and this Stipulation as binding upon the
16 Parties and Participating Class Members.

17 15. “Gross Settlement Amount” refers to the sum of Four Hundred and Forty Thousand
18 Dollars (\$440,000.00). The Gross Settlement Amount includes all Individual Settlement Awards to
19 Class Members, PAGA Group Member Payments, the Settlement Administration Costs, the Class
20 Counsel Award, the Service Award, and the PAGA payment to the LWDA. The Gross Settlement
21 Amount does not include the Employer’s Share of Payroll Taxes, which shall be paid separately
22 and apart from the Gross Settlement Amount. Defendant shall remit this Share of Payroll Taxes to
23 the Settlement Administrator for the Settlement Administrator to pay on Defendant’s behalf.
24 Defendant shall pay the Gross Settlement Amount to the Settlement Administrator within fifteen
25 (15) calendar days of the Effective Date.

26 16. “Individual Settlement Award” means the amount payable from the Net Settlement
27 Amount to each Class Member.

28 17. “LWDA” means the California Labor & Workforce Development Agency.

18. “Net Settlement Amount” means the Gross Settlement Amount less the following amounts, subject to approval by the Court: the Class Counsel Award, Settlement Administration Costs, the Service Award, PAGA Group Member Payments, and the PAGA payment to the LWDA.

19. “Notice of Objection” means a Class Member’s written objection to the Settlement.

20. “Notice Packet” means the packet of documents which shall be mailed to all Class Members by the Settlement Administrator, which shall include the Class Notice (**Exhibit 1**), Exclusion Form (**Exhibit 2**), and Objection Form (**Exhibit 3**).

21. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq.

22. “PAGA Amount” means Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement Amount payable as PAGA civil penalties, 75% of which, or Fifteen Thousand Dollars (\$15,000.00), will be payable to the LWDA for its share of PAGA penalties, and the remaining 25%, or Five Thousand Dollars (\$5,000.00), will be payable to PAGA Group Members based on total Compensable Workweeks worked during the PAGA Period.

23. “PAGA Period” means November 5, 2021 through the date the Court grants Preliminary Approval of the Settlement.

24. “PAGA Group Member” means Plaintiff and all current and former non-exempt employees who were employed by Defendant at any time during the PAGA Period defined above.

25. “PAGA Group Member Payments” means each PAGA Group Member’s pro rata share of PAGA penalties.

26. “PAGA Released Claims” with respect to the PAGA Group Members and Plaintiff, means all claims, rights, demands, liabilities, damages, attorneys’ fees, costs, and causes of action arising from any and all claims that were asserted in the Action, or the notice to the Labor & Workforce Development Agency (LWDA) and Defendant in the Action, and all claims that could have been reasonably asserted based on the facts alleged in the Action, or in the notice to the LWDA and Defendant, that arose during the PAGA Period of this Settlement against any of the Released Parties unaffected by any uncertainties and/or changes in the law, including statutory,

1 constitutional or common law claims based on the following categories of allegations: all claims or
2 theories of liability under PAGA (Lab. Code § 2698 et seq.) including premised upon the following
3 theories: failure to pay minimum and straight time wages, failure to pay overtime wages, failure to
4 provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages
5 at termination, failure to provide accurate itemized wage statements, failure to indemnify
6 employees for expenditures, unlawful rounding and manipulation of time entries, failure to pay at
7 regular rate, failure to pay rest period premiums, failure to pay meal period premiums, and failure
8 to pay wages, including wages for off-the-clock work.

9 27. “Parties” means Plaintiff and Defendant.

10 28. “Participating Class Member” means a Class Member who does not opt out of the
11 Settlement by submitting a timely and valid Exclusion Form or otherwise excluding themselves
12 from the Settlement in accordance with this Stipulation.

13 29. “Plaintiff” means Plaintiff Santos Hernandez.

14 30. “Preliminary Approval Order” means the order to be issued by the Court approving
15 and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date
16 of the Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this
17 Stipulation, among other things.

18 31. “Released Class Claims” with respect to the Class Members and Plaintiff means all
19 claims, rights, demands, liabilities, damages, attorneys’ fees, costs, and causes of action of every
20 nature and description, arising from any and all claims which were asserted in the Action or
21 reasonably could have been asserted based on the facts alleged in the Action and arising during the
22 Class Period of this Settlement, unaffected by any uncertainties and/or changes in the law,
23 including statutory, constitutional or common law claims for wages, damages, unpaid costs,
24 liquidated damages, penalties, interest, attorneys’ fees, litigation costs, restitution, equitable relief,
25 or other relief under California Business & Professions Code § 17200, *et seq.*, based on the
26 following categories of allegations: failure to pay minimum and straight time wages, failure to pay
27 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure
28 to timely pay final wages at termination, failure to provide accurate itemized wage statements,

1 failure to indemnify employees for expenditures, unlawful rounding and manipulation of time
2 entries, failure to pay at regular rate, failure to pay rest period premiums, failure to pay meal period
3 premiums, and failure to pay wages, including wages for off-the-clock work, and unfair business
4 practices. It is the intent of this release to release all claims asserted in the Action and all claims
5 that could have been asserted based upon the facts alleged in the Action, whether or not labelled as
6 a claim or cause of action.

7 32. “Released Parties” means Defendant and its past, present, and future divisions,
8 affiliates, parents, subsidiaries, predecessors, successors, assigns, shareholders, owners, officers,
9 directors, employees, agents, principals, heirs, trustees, attorneys, accountants, auditors,
10 consultants, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors,
11 partners, and privies.

12 33. “Response Deadline” means the date that is sixty (60) days after the Settlement
13 Administrator mails the Notice Packets to Class Members, and the last date on which Class
14 Members may submit an Exclusion Form (**Exhibit 2**) or an Objection Form (**Exhibit 3**).

15 34. “Service Award” means the amount that the Court authorizes to be paid to Plaintiff,
16 in addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiff’s efforts and the
17 risks in assisting with the prosecution of the Action.

18 35. “Settlement” means the final and complete disposition of the Action pursuant to this
19 Stipulation.

20 36. “Settlement Administration Costs” means the reasonable costs and fees of
21 administration of the Settlement to be paid from the Gross Settlement Amount, including but not
22 limited to: (i) printing, mailing, and re-mailing (if necessary) of Notice Packets to Class Members;
23 (ii) preparing and submitting to Class Members, the Parties, and government entities all appropriate
24 tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Awards,
25 PAGA Group Member Payments, the Service Award, the Class Counsel Award, and the PAGA
26 payment to the LWDA; (iv) receiving and processing Exclusion Forms, Objection Forms, and
27 disputes from Class Members regarding Compensable Workweeks; (v) establishing a Qualified
28 Settlement Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to the

appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement; (vii) preparing and submitting filings required by law in connection with the payments required by the Settlement; and (viii) maintaining a settlement website.

37. “Settlement Administrator” means ILYM Group, Inc.

RECITALS

38. Procedural History. *Santos Hernandez v. Stanley G. Alexander, Inc., et al.*, Case No. 30-2022-01291342-CU-OE-CXC was commenced on November 14, 2022 in the Superior Court of the State of California for the County of Orange. Plaintiff Santos Hernandez asserted class claims based on Defendant’s alleged: (1) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest periods (Cal. Lab. Code § 226.7); (5) failure to indemnify employees for expenditures (Cal. Lab. Code § 2802); (6) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (7) failure to provide accurate itemized wage statements (Cal. Lab. Code §§ 226); and (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, et. seq.). On February 22, 2023, Plaintiff filed a First Amended Complaint adding a ninth cause of action for civil penalties under PAGA. On March 28, 2024, Plaintiff filed a Second Amended Complaint alleging further claims raised during the litigation, pursuant to stipulated order granting leave of court for Plaintiff to do so.

39. Settlement Negotiations. On October 17, 2023, the Parties participated in a private mediation session with mediator Steven J. Rottman. The parties reached a settlement in the Action. The proposed settlement, if approved by the Court, would resolve this Action in its entirety.

40. In order to effectuate the settlement of this Action and for purposes of this Settlement only, the Parties stipulated to request leave for Plaintiff to file a Second Amended Complaint for settlement purposes only, to add claims alleged during the course of the litigation, including claims for unlawful rounding and manipulation of time entries, and failure to pay at regular rate. Defendant is deemed to have denied all material allegations of the Second Amended Complaint and shall not be required to respond to the Second Amended Complaint unless (1) the

1 Court denies with prejudice Plaintiff's Motion for Final Approval of the Settlement, (2) the
2 appropriate appellate court fails to uphold or affirm the Settlement, or (3) the Settlement
3 Agreement is otherwise terminated. If the Court does not approve this Stipulation and/or there is
4 no Final Judgment, litigation will resume in the Action and the Parties will be returned to their
5 procedural status prior to full execution of the Settlement.

6 41. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
7 Counsel recognize the expense and length of continued proceedings necessary to litigate the Action
8 through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty
9 and risks of the outcome of further litigation, and the difficulties and delays inherent in such
10 litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish
11 liability for the claims asserted in the Action, both generally and in response to Defendant's
12 defenses, and the difficulties in establishing damages, penalties, restitution and other relief sought
13 in the Action. Plaintiff and Class Counsel also have taken into account Defendant's agreement to
14 enter into a settlement that confers substantial benefits upon the Class Members. Based on the
15 foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this
16 Stipulation is fair, adequate, and reasonable and is in the best interests of all Class Members.

17 42. Defendant's Reasons for Settlement. Even though Defendant contends that it is not
18 liable for any of the claims alleged by Plaintiff in the Action, Defendant has agreed to settle the
19 Action upon the terms set forth in this Stipulation in order to put to rest the claims alleged in this
20 Action. Defendant has asserted, and continues to assert, that the claims asserted by Plaintiff in the
21 Action have no merit and do not give rise to any liability, damages, restitution, penalties or other
22 payments. However, Defendant has concluded that further defense of the Action would be
23 protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and
24 resources have been - and unless this Settlement is completed, shall continue to be - devoted to the
25 defense of the claims asserted in this Action. Defendant has also taken into account the risks of
26 further litigation in reaching its decision to enter into this Stipulation. This Stipulation is a
27 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
28 herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission

1 by or against Defendant as to the merits or lack thereof of the claims asserted in the Action.
2 Defendant contends that it has at all times complied with all applicable state, federal and local law.

3 **TERMS OF SETTLEMENT**

4 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
5 set forth herein, the Parties agree, subject to the Court's approval, as follows:

6 43. Binding Settlement. This Settlement shall bind the Parties and all Class Members,
7 subject to the terms and conditions hereof and the Court's approval.

8 44. Escalator Clause. The Gross Settlement Amount was calculated with, and is
9 premised on, Defendant's belief that there are approximately 22,000 Compensable Workweeks at
10 issue during the Class Period, as of the date of mediation (October 17, 2023). If the number of
11 Compensable Workweeks as of October 17, 2023 is ten percent (10%) higher, or 24,200
12 Compensable Workweeks worked, then Plaintiff shall have the right to request, at Defendant's
13 election, either: (1) a pro-rata increase in the Gross Settlement Amount equal to the percentage
14 increase in Compensable Workweeks above 24,200 (i.e., if the total workweeks increases by
15 12%, then a 2% increase to the Gross Settlement Amount); or (2) cut-off of the Class Period to
16 end on the date that total Compensable Workweeks reaches 24,200.

17 45. Tax Liability. The Parties make no representations as to the tax treatment or legal
18 effect of the payments specified herein, and Class Members are not relying on any statement or
19 representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class
20 Members will be responsible for the payment of all taxes and penalties assessed on the payments
21 specified herein, and shall hold the Parties, Class Counsel and Defense Counsel free and harmless
22 from and against any claims resulting from treatment of such payments as non-taxable, including
23 the treatment of such payments as not subject to withholding or deduction for payroll and
24 employment taxes.

25 46. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
26 of this Stipulation, and no written communication or disclosure between or among the Parties,
27 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such
28 communication or disclosure constitute or be construed or be relied upon as, tax advice within the

1 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
2 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
3 counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered
4 into this Stipulation based upon the recommendation of any other party or any attorney or advisor
5 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any
6 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
7 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
8 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
9 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
10 treatment or tax structure of any transaction, including any transaction contemplated by this
11 Stipulation.

12 47. Preliminary Approval of Settlement. The Parties agree to work diligently and
13 cooperatively to have this Settlement presented to the Court for preliminary approval. The
14 Preliminary Approval Order shall provide for, among other things, the Notice Packets to be sent to
15 Class Members, as specified herein.

16 48. Release by Plaintiff and Other Participating Class Members: Upon the Effective
17 Date and upon Defendant's funding of the Gross Settlement Amount as described below, Plaintiff
18 and other Participating Class Members shall be deemed to have released their respective Released
19 Class Claims against the Released Parties. In light of the Service Award, Plaintiff agrees to
20 release, in addition to the Released Class Claims described above, all claims, whether known or
21 unknown, under federal or state law, against the Released Parties, including any and all charges,
22 complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions,
23 causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages,
24 penalties, liquidated damages, and attorneys' fees and costs actually incurred) of any nature
25 whatsoever, from the beginning of time through the Date of Finality or, if there are no objections to
26 the settlement, the date of the Court's Final Order Approving Settlement of Class Action, known or
27 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based
28 upon, or relating to his employment with Defendant or the remuneration for, or, as applicable,

1 termination of, such employment. Without limiting the generality of the foregoing, Plaintiff
 2 expressly releases all claims or rights arising out of alleged violations of any contracts, express or
 3 implied (including but not limited to any contract of employment); any contract or covenant of
 4 good faith or fair dealing (express or implied); any tort, including negligence, fraud,
 5 misrepresentation under California Labor Code 970, negligent infliction of emotional distress,
 6 intentional infliction of emotional distress, and defamation; any “wrongful discharge,”
 7 “constructive discharge,” and “retaliation” claims; any claims relating to any breach of public
 8 policy; any legal restrictions on Defendant’s right to discharge employees or refuse to hire
 9 applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including,
 10 without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and
 11 national origin discrimination or harassment, including retaliation for reporting discrimination or
 12 harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation
 13 Act of 1973 (handicap discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5)
 14 Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (6) Family
 15 and Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (7) California Fair
 16 Employment and Housing Act, Cal. Gov’t Code § 12900 et seq. (discrimination or harassment in
 17 employment and/or housing, including discrimination or harassment based on race, religious creed,
 18 color, national origin, ancestry, disability, medical condition, genetic information, marital status,
 19 sex, including pregnancy and related conditions, sexual orientation, gender, gender identity, gender
 20 expression, military and veteran status, or age, including retaliation for reporting discrimination or
 21 harassment); (8) California Family Rights Act, Cal. Gov’t Code § 12945.1 et seq. (family/medical
 22 leave); (9) California Labor Code or any Industrial Welfare Commission Wage Order; (10) the Fair
 23 Labor Standards Act, 29 U.S.C. § 201 et seq.; (11) Executive Order 11246 (race, color, religion,
 24 sex, and national origin discrimination or harassment); (12) Executive Order 11141 (age
 25 discrimination); (13) federal and California Worker Adjustment and Retraining Notification Act;
 26 and (14) Employee Retirement Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits).
 27 Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result,
 28

1 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which
2 provides:

3 A general release does not extend to claims that the creditor or releasing party does
4 not know or suspect to exist in his or her favor at the time of executing the release
5 and that, if known by him or her, would have materially affected his or her
6 settlement with the debtor or released party.

7 Plaintiff acknowledges and understands that this is a full release of all existing claims
8 whether currently known or unknown including, but not limited to, claims for age discrimination
9 under the federal Age Discrimination in Employment Act, as amended by the Older Workers'
10 Benefit Protection Act of 1990, 29 U.S.C. §§ 621 et seq. This paragraph and this Agreement are
11 written in a manner calculated to be understood by Plaintiff. Plaintiff is hereby advised in writing
12 to consult with an attorney of his own choosing before signing this Agreement.

13 Plaintiff further acknowledges that he is expressly waiving his rights under the federal Age
14 Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of
15 1990, 29 U.S.C. §§ 621 et seq., and that this waiver is knowing and voluntary. Plaintiff
16 understands and acknowledges that he has been given a period of twenty-one (21) calendar days to
17 review and consider this Agreement before signing it, he has had the opportunity to speak to
18 counsel, and he understands that once this Agreement is signed, this period has been waived and he
19 does waive this period. If Plaintiff decides not to use all 21 days, Plaintiff knowingly and
20 voluntarily waives any claims that Plaintiff was not given the 21-day period or did not use the
21 entire 21 days to consider this Agreement.

22 49. Plaintiff may revoke his waiver and release of claims arising under the federal Age
23 Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act of
24 1990, 29 U.S.C. §§ 621 et seq. within seven (7) calendar days following the date Plaintiff signs this
25 Agreement and has hereby been advised in writing that this Agreement shall not become effective
26 or enforceable until the revocation period has expired. Any such revocation must be made in a
27 signed writing and delivered to Marie DiSante., CDF Labor Law LLP, 18300 Von Karman Ave,
28 Ste 800, Irvine, CA 92612, mdisante@cdflaborlaw.com, no later than the end of the 7th day after
29 Plaintiff signs this Agreement. In the event Plaintiff revokes the waiver and release of claims

arising under the federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, 29 U.S.C. §§ 621 et seq., all other terms of this Agreement shall remain intact. This waiver shall become enforceable on the 8th day after Plaintiff signs the Agreement.

50. Release by Plaintiff and PAGA Group Members. Upon the Effective Date and upon Defendant's funding of the Gross Settlement Amount as described below, Plaintiff and all other PAGA Group Members shall be deemed to have released their respective PAGA Released Claims against the Released Parties. PAGA Group Members shall receive their PAGA Group Member Payments and release the PAGA Released Claims regardless of their decision to exclude themselves from the class settlement.

51. Indemnification for Disclosure of Class Information.

The Settlement Administrator shall not disclose Class Information for any other purpose than to implement the terms of this Stipulation for Class Action Settlement, including the disclosure of Class Information to relevant tax authorities. The Settlement Administrator shall not disclose Class Information to Plaintiff's counsel. Class Information regarding Class Members who opt out shall be disclosed by the Settlement Administrator only to Defendant's Counsel. Defendant's Counsel shall not release or disclose Class Information regarding Class Members who opt out absent Court order requiring it to do so. If an order issues requiring Defendant's Counsel to disclose Class Information regarding Class Members who opt out of the Class Action Settlement, such disclosure may be submitted under seal.

52. Settlement Administration.

a. Within ten (10) calendar days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice Packets to Class Members.

i. Notice by First Class U.S. Mail. Within seven (7) calendar days after receiving the Class Information from Defendant, the Settlement Administrator shall mail copies of the Notice Packet (in both English and Spanish) to all Class Members via regular First Class U.S. Mail. Before mailing the Notice Packets to Class Members, the Settlement Administrator shall

1 perform a search based on the National Change of Address Database maintained by the United
2 States Postal Service to update and correct any known or identifiable address changes. The
3 Settlement Administrator shall exercise its best judgment to determine the current mailing address
4 for each Class Member. The address identified by the Settlement Administrator as the current
5 mailing address shall be presumed to be the most current mailing address for each Class Member.
6 The Parties agree that this proposed notice procedure constitutes the best notice practicable to Class
7 Members and fully complies with due process.

8 ii. Undeliverable Notice Packets. If any Notice Packet is returned to the
9 Settlement Administrator as non-delivered on or before the Response Deadline, the Notice Packet
10 shall be re-mailed to the forwarding address affixed thereto within three (3) business days after it is
11 received by the Settlement Administrator. If no forwarding address is provided, the Settlement
12 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing or
13 another type of automated search, using the name, address and/or Social Security number of the
14 Class Member involved. If an updated address is found, the Notice Packet shall be re-mailed to the
15 updated address within three (3) business days after the returned Notice Packet is received by the
16 Settlement Administrator. Class Members who are sent a re-mailed Notice Packet shall have their
17 Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator
18 re-mails the Notice Packet. If these procedures are followed, notice to Class Members shall be
19 deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not
20 receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and, if
21 he or she fails to timely submit an Exclusion Form or otherwise exclude themselves from the
22 Settlement, shall be bound by all terms of the Settlement and the Final Order and Judgment, subject
23 to Court approval.

24 iii. Determination of Individual Settlement Awards. Defendant shall
25 make the Net Settlement Amount available to the Settlement Administrator for payment to
26 Participating Class Members. The Net Settlement Amount shall be divided among Class Members
27 on a *pro rata* basis, based on each Participating Class Member's respective number of
28 Compensable Workweeks, less applicable withholdings. The Individual Settlement Awards will be

determined by dividing the Net Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members, resulting in the Workweek Value (i.e., Net Settlement Amount ÷ Total Compensable Workweeks = Workweek Value). The Workweek Value will then be multiplied by each Participating Class Member's respective number of Compensable Workweeks, in order to yield the Participating Class Member's Individual Settlement Award. In determining each Class Member's Compensable Workweeks, Defendant's workweek data will be presumed to be correct, unless a Class Member proves otherwise by providing credible documentary evidence. Class Members will have the opportunity, should they disagree with the information stated in their Notice Packet, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed or faxed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot come to a consensus, outstanding disputes will be submitted to the Court for a resolution at the Final Approval Hearing. Even if the Parties come to a consensus, the dispute and the solution will be provided to the Court for review and final determination at the Final Approval Hearing.

b. Objections and Exclusions. The Class Notice shall state that Participating Class Members may object to the Settlement by submitting an Objection Form by the Response Deadline. In addition, Participating Class Members may submit a written objection ("Notice of Objection") to the Settlement Administrator. The Notice of Objection must: (1) contain the Class Member's full name, address, dates of employment, and the last four digits of his or her Social Security number; (2) contain the case name and number; (3) be signed by the Class Member, or his or her legal representative; appear and (4) be mailed or faxed to the Settlement Administrator at the address set forth in the Notice Packet, postmarked no later than the Response Deadline; and (5) if the Class Member is represented by Counsel, contain the name and contact information of his or her counsel. Regardless of whether a Class Member submits an Objection Form or a written objection, the Class Member may appear at the Final Approval Hearing and raise an oral objection to the Settlement. The Class Notice shall also state that Class Members who wish to exclude

1 themselves from the settlement shall submit an Exclusion Form by the Response Deadline. In
 2 addition, Class Members may submit a letter to the Settlement Administrator, indicating a request
 3 to be excluded from the Settlement. The request should: (a) set forth the name, address, telephone
 4 number, and the last four digits of Social Security Number of the Class Member requesting
 5 exclusion; (b) clearly state that the Class Member does not wish to be included in the Settlement;
 6 (c) be signed by the Class Member; (d) be returned by mail or fax, addressed to the Settlement
 7 Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or
 8 before the Response Deadline. Subject to review by Class Counsel, Defense Counsel and the
 9 Court, the date of the postmark on the return mailing envelope on the Objection Form (or Notice of
 10 Objection)/Exclusion Form shall be the exclusive means used to determine whether a Class
 11 Member has timely submitted an Objection Form (or Notice of Objection)/Exclusion Form. Class
 12 Members who fail to timely submit an Exclusion Form to the Settlement Administrator or
 13 otherwise exclude themselves by submitting a letter to the Settlement Administrator will be
 14 deemed Participating Class Members and will be bound by the Settlement, if approved by the
 15 Court. At no time shall the Parties or their counsel seek to solicit or otherwise encourage Class
 16 Members to submit an Objection Form/Notice of Objection or an Exclusion Form, or from filing an
 17 appeal from the Final Order and Judgment.

18 c. Monitoring and Reviewing Settlement Administration. The Parties have the
 19 right to monitor and review the administration of the Settlement to verify that the monies allocated
 20 under the Settlement are distributed in the correct amounts, as provided for in this Stipulation.

21 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms
 22 of this Settlement.

23 e. Settlement Website. There will be a settlement website maintained by the
 24 Settlement Administrator and available for access at <https://www.ilymgroup.com/sga>.

25 53. Funding and Allocation of Gross Settlement Amount. Class Members shall not be
 26 required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion
 27 of the Gross Settlement Amount shall revert to Defendant or result in an unpaid residue. Defendant
 28 shall pay the Gross Settlement Amount to the Settlement Administrator within fifteen (15) calendar

1 days of the Effective Date. If the Settlement is not finally approved by the Court in full, or is
2 terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective Date
3 does not occur, then no portion of the Gross Settlement Amount shall be paid.

4 a. Individual Settlement Awards. Individual Settlement Awards shall be paid
5 from the Net Settlement Amount pursuant to the formula set forth herein. The Individual
6 Settlement Awards shall be mailed by the Settlement Administrator by regular First Class U.S.
7 Mail to each Participating Class Member's last known mailing address within fifteen (15) calendar
8 days after the date on which Defendant has completed payment of the entire Gross Settlement
9 Amount. Prior to mailing the Individual Settlement Awards, the Settlement Administrator shall
10 perform a search based on the National Change of Address Database maintained by the United
11 States Postal Service to update and correct any known or identifiable address changes.

12 i. Individual Settlement Award payments shall be made by check and
13 shall be made payable to each Participating Class Member as set forth in this Stipulation.

14 ii. For tax purposes, each Individual Settlement Award shall be
15 allocated as follows: twenty percent (20%) to wages, subject to all applicable tax withholdings (the
16 "wage portion"); forty percent (40%) as non-wage penalties, not subject to payroll tax
17 withholdings; and forty percent (40%) as non-wage interest, not subject to payroll tax
18 withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each Participating
19 Class Member for the wage portion of his or her Individual Settlement Award. The Settlement
20 Administrator shall issue an IRS Form 1099 to each Participating Class Member and for the portion
21 of his or her Individual Settlement Award that is allocated as non-wage penalties and interest.

22 iii. The Employer's Share of Payroll Taxes shall be paid to the
23 Settlement Administrator by Defendant in addition to the Gross Settlement Amount. The
24 Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and
25 shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing
26 authorities in a timely manner.

27 iv. If any Individual Settlement Award check is returned to the
28 Settlement Administrator as non-delivered on or before the void date of one hundred and eighty

1 (180) calendar days from the date the check is issued, the check shall be re-mailed to the
2 forwarding address affixed thereto within three (3) business days after it is received by the
3 Settlement Administrator. If no forwarding address is provided, the Settlement Administrator shall
4 promptly attempt to determine a correct address by the use of skip-tracing or another type of
5 automated search, using the name, address and/or Social Security number of the Participating Class
6 Member involved. If an updated address is found, the Individual Settlement Award check shall be
7 re-mailed to the updated address within three (3) business days after the returned check is received
8 by the Settlement Administrator.

9 v. If any Individual Settlement Award check remains uncashed after
10 one hundred and eighty (180) calendar days from the date the check is issued, such check(s) will be
11 voided by the Settlement Administrator. Thereafter, the funds represented by any uncashed or
12 undeliverable checks shall be distributed to the California State Controlled Unclaimed Property
13 Fund.

14 vi. All monies received by Participating Class Members under the
15 Settlement which are attributable to wages shall constitute income to such Participating Class
16 Members solely in the year in which such monies actually are received by the Participating Class
17 Members. It is expressly understood and agreed that the receipt of Individual Settlement Awards
18 shall not entitle any Participating Class Member to additional compensation or benefits under any
19 collective bargaining agreement or under any bonus, contest or other compensation or benefit plan
20 or agreement in place during the period covered by the Settlement, nor shall it entitle any
21 Participating Class Member to any increased pension and/or retirement, or other deferred
22 compensation benefits. It is the intent of the Parties that Individual Settlement Awards provided
23 for in this Stipulation are the sole payments to be made by Defendant to Participating Class
24 Members in connection with this Settlement, with the exception of Plaintiff, and that Participating
25 Class Members are not entitled to any new or additional compensation or benefits as a result of
26 having received the Individual Settlement Awards. Furthermore, the receipt of Individual
27 Settlement Awards by Participating Class Members shall not, and does not, by itself establish any
28

1 general, special, or joint employment relationship between and among the Participating Class
2 Member(s) and Defendant.

3 b. Service Award. Subject to Court approval, Plaintiff Santos Hernandez shall
4 be paid a Service Award not to exceed Seven Thousand and Five Hundred Dollars (\$7,500.00), for
5 his time and effort in bringing and presenting the Action, for releasing the Released Claims, and
6 waiving and releasing his individual claims. Two-Thousand Dollars (\$2,000.00) of the \$7,500.00
7 Service Award shall be attributable to Plaintiff's waiver and release of claims arising under the
8 federal Age Discrimination in Employment Act, as amended by the Older Workers' Benefit
9 Protection Act of 1990, 29 U.S.C. §§ 621 et seq., as set forth in paragraphs 49 and 50. Defendant
10 shall not oppose this Service Award. The Service Award shall be paid to Plaintiff from the Gross
11 Settlement Amount within fifteen (15) calendar days from the date on which Defendant has
12 completed payment of the entire Gross Settlement Amount. The Settlement Administrator shall
13 issue an IRS Form 1099 to Plaintiff for his Service Award. Plaintiff will be solely and legally
14 responsible to pay any and all applicable taxes on his respective Service Award and will hold
15 harmless Defendant, Class Counsel and Defense Counsel from any claim or liability for taxes,
16 penalties, or interest arising as a result of payment of the Service Award. The Service Award will
17 be paid to Plaintiff in addition to any Individual Settlement Award to which Plaintiff is otherwise
18 entitled under this Stipulation. Any amount requested by Plaintiff for the Service Award and not
19 awarded by the Court shall become part of the Net Settlement Amount and will be distributed to
20 Participating Class Members as part of their Individual Settlement Awards.

21 c. Class Counsel Award. Subject to Court approval, Class Counsel will seek an
22 award of reasonable attorneys' fees in an amount up to 33 1/3% of the Gross Settlement Amount,
23 or One Hundred Forty-Six Thousand Six Hundred Fifty-Two Dollars (\$146,652.00). In addition,
24 Class Counsel will also seek an award of litigation costs and expenses associated with Class
25 Counsel's prosecution of the Action in an amount not to exceed Twenty-Five Thousand Dollars
26 (\$25,000.00). Class Counsel shall be paid any Court-awarded attorneys' fees and costs by the
27 Settlement Administrator, which shall be paid from the Gross Settlement Amount, within fifteen
28 (15) calendar days from the date on which Defendant has completed payment of the entire Gross

1 Settlement Amount. Class Counsel will be solely and legally responsible to pay all applicable
2 taxes on the Class Counsel Award. The Settlement Administrator will issue an IRS Form 1099 to
3 Class Counsel for the Class Counsel Award. Class Counsel will provide the Settlement
4 Administrator with a completed IRS Form W-9 in order for the Settlement Administrator to process
5 the Class Counsel Award and Expenses.

6 d. Settlement Administration Costs. The settlement administration fees and
7 expenses, which are estimated not to exceed \$7,750.00, shall be paid from the Gross Settlement
8 Amount. Prior to Plaintiff's filing of a motion for final approval, the Settlement Administrator will
9 provide the Parties with a statement detailing the Settlement Administration Costs to date. The
10 Parties agree to cooperate in the Settlement Administration process and to make all reasonable
11 efforts to control and minimize Settlement Administration Costs. Any amount allocated to the
12 Settlement Administration Costs but not paid to the Settlement Administrator shall become part of
13 the Net Settlement Amount and will be distributed to Participating Class Members as part of their
14 Individual Settlement Awards.

15 i. The Parties each represent they do not have any financial interest in
16 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
17 that could create a conflict of interest.

18 ii. The Settlement Administrator shall keep the Parties timely apprised
19 of the performance of all settlement administrator responsibilities required by the Settlement. The
20 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF")
21 pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and
22 from which payments required by the Settlement shall be made.

23 e. Payment of PAGA Penalties. Twenty Thousand Dollars (\$20,000.00) from the
24 Gross Settlement Amount shall be allocated to penalties under PAGA, of which Fifteen Thousand
25 Dollars (\$15,000.00), representing seventy-five percent (75%) of the PAGA penalties, shall be paid
26 by the Settlement Administrator directly to the LWDA. The remaining Five Thousand Dollars
27 (\$5,000.00), representing twenty-five percent (25%) of the PAGA penalties, will be part of the Net
28 Settlement Amount and will be distributed to PAGA Group Members based on their proportionate

number of workweeks worked during the PAGA Period. The payment to the LWDA and PAGA Group Member Payments shall be made within fifteen (15) calendar days from the date on which Defendant has completed payment of the entire Gross Settlement Amount. For tax purposes, each PAGA Group Member Payment shall be allocated as follows: 100 percent to non-wage penalties. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for his or her PAGA Group Member Payment.

54. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Upon expiration of the Response Deadline, a Final Approval Hearing will be conducted to determine whether to grant final approval of the Settlement, including determining the amounts properly payable for: (i) the Class Counsel Award; (ii) the Service Award; (iii) Settlement Administration Costs; and (iv) the PAGA payment to the LWDA. Within five (5) business days of the Response Deadline, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website at <https://www.ilymgroup.com/sga> within seven (7) calendar days of entry of the Final Order and Judgment.

55. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative action against Defendant or any of the other Released Parties. In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. In the event the Settlement is nullified based on any of the foregoing, Defendant

1 shall have no obligation to fund the Gross Settlement Amount. Any fees incurred by the Settlement
2 Administrator prior to nullification shall be shared equally between the Parties. Further, if the number
3 of Class Members who submit valid opt-outs exceeds 15%, Defendant may rescind this Stipulation.
4 If Defendant rescinds, it must do so in writing to Class Counsel within fourteen (14) calendar days
5 after the Settlement Administrator notifies the Parties of the total number of valid opt-outs received
6 by the Class Member exclusion deadline. Defendant shall pay any costs incurred by the Settlement
7 Administrator in the event that Defendant rescinds the Stipulation or the Stipulation is not approved
8 by the court

9 56. No Admission by Defendant. Defendant denies all claims alleged in this Action and
10 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its terms and
11 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
12 shall be used against Defendant as an admission or indication with respect to any claim of any
13 fault, concession, or omission by Defendant. The Parties further agree that this Stipulation will not
14 be admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiff or any
15 Class Member, other than according to the terms of this Stipulation.

16 57. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
17 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
18 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
19 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

20 58. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
21 subject to necessary compliance with the Court's orders, except such proceedings necessary to
22 implement and complete the Settlement, in abeyance pending the Final Approval Hearing to be
23 conducted by the Court. The Parties further agree that, pursuant to Code of Civil Procedure §
24 583.330(a), the five-year period specified in Code of Civil Procedure § 583.310 shall be tolled for
25 the time period beginning on October 17, 2023 (i.e., the mediation date) and ending on the
26 Effective Date of this Stipulation or in the event the settlement is not approved, upon written notice
27 from either Party to proceed with litigation.
28

1 59. Amendment or Modification. This Stipulation may be amended or modified by a
2 written instrument signed by counsel for all Parties or their successors-in-interest.

3 60. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
4 agreement between the Parties, and no oral or written representations, warranties, or inducements
5 have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the
6 representations, warranties, and covenants contained and memorialized in this Stipulation and its
7 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
8 on the Parties.

9 61. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
10 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
11 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by
12 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents
13 required to effectuate the terms of this Stipulation. The Parties and their counsel shall cooperate
14 with each other and use their best efforts to effect the implementation of the Settlement. In the
15 event that the Parties are unable to reach agreement on the form or content of any document needed
16 to implement the Settlement, or on any supplemental provisions that may become necessary to
17 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court and/or
18 mediator Steven J. Rottman to resolve such disagreement. The person signing this Stipulation on
19 behalf of Defendant represents and warrants that he/she is authorized to sign this Stipulation on
20 behalf of Defendant. Plaintiff represent and warrants that he is authorized to sign this Stipulation
21 and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-
22 party. The Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in
23 any construction made of this Stipulation, the same shall not be construed against any of the
24 Parties.

25 62. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
26 inure to the benefit of, the successors and assigns of the Parties.

27 63. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
28 be governed by and interpreted according to the laws of the State of California, without giving

effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

64. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

65. This Settlement is Fair, Adequate and Reasonable. Class Counsel submits that this Settlement is a fair, adequate, and reasonable settlement of the Action, and that the Parties have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

66. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in connection therewith.

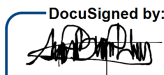
67. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

68. Binding Nature of Notice of Class Action Settlement. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Class Claims and shall have the same force and effect as if this Stipulation were executed by each Class Member.

IT IS SO STIPULATED.

Dated: 6/3/2024

PLAINTIFF SANTOS HERNANDEZ

By:  DEAF1ABE5D43490...
Santos Hernandez

1 Dated: _____

DEFENDANT STANLEY G. ALEXANDER, INC.

2

By: _____

3

4

*** for Stanley G. Alexander, Inc..

5 Dated: 6/3/2024

MOON LAW GROUP, PC

Kane Moon

Lilit Ter-Astvatsatryan

6

7

8

By:  _____

Kane Moon

9

Attorneys for Plaintiff

SANTOS HERNANDEZ

10

11 Dated:

CDF LABOR LAW LLP

12

By: _____

13

Attorneys for Defendant, STANLEY G. ALEXANDER, INC.

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27

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1 Dated: 5/20/2024

DEFENDANT STANLEY G. ALEXANDER, INC.

2
3 By: 

*** for Stanley G. Alexander, Inc..

4
5 Dated: _____

MOON LAW GROUP, PC

Kane Moon

Lilit Ter-Astvatsatryan

6
7
8 By: _____

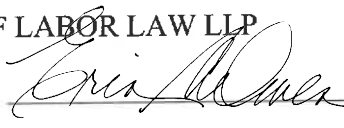
Kane Moon

9 Attorneys for Plaintiff

SANTOS HERNANDEZ

10
11 Dated: 5/20/2024

CDF LABOR LAW LLP

12 By: 

Approved as to form only

13 Attorneys for Defendant, STANLEY G. ALEXANDER, INC.

Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE
Santos Hernandez v. Stanley G. Alexander, Inc., et al.
Case No. 30-2022-01291342-CU-OE-CXC

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

ATTN : <<Contact>>
<<Address>>
<<City, State Zip>>

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<Estimated Individual Settlement Award>> THROUGH THIS CLASS ACTION SETTLEMENT BASED UPON <<Compensable Workweeks>> ELIGIBLE WORKWEEKS (as explained in Section 5 below) AND APPROXIMATELY \$<<Estimated PAGA Group Member Payment>> THROUGH THIS PAGA ACTION BASED ON <<Pay Periods>> ELIGIBLE PAY PERIODS

To: All current and former California employees of Defendant, who worked at Defendant Stanley G. Alexander, Inc. in California at any time from November 14, 2018, through <<the date the Court grants preliminary approval of the Settlement>> (“Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO BE ELIGIBLE TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached of class and representative action lawsuit entitled *Santos Hernandez v. Stanley G. Alexander, Inc., et al.*, currently pending in the Superior Court of the State of California for the County of Orange, Case No. 30-2022-01291342-CU-OE-CXC (the “Lawsuit”). Records show that you are a member of the proposed Settlement Class (“Class Member”). Because the proposed Settlement would affect your legal rights as a Class Member, the Court ordered that this Notice be sent to you.

The Notice provides you with a brief description of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 16, below.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Santos Hernandez (“Class Representative”) filed a lawsuit against Stanley G. Alexander, Inc. (“Alexander’s Mobility Services”) on November 14, 2022, alleging violations of California wage and hour laws, including: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenditures; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair Business Practices. For these alleged violations, the Class Representative sought monetary relief and statutory and civil penalties under the California Labor Code. Plaintiff filed a First Amended Complaint on February 22, 2023 to include a representative claim for violation of the Private Attorneys General Act of 2004 (“PAGA”). Plaintiff filed a Second Amended Complaint on March 28, 2024 to include additional claims under the same previously alleged California Labor Code and PAGA violations.

Alexander's Mobility Services denies the allegations in the Lawsuit and is prepared to defend the action vigorously. By entering into this proposed Settlement, Alexander's Mobility Services is not admitting any violation or liability in any way to the Class Representative or to Class Members. The Court has not made any rulings on the merits of the Lawsuit.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who may have similar claims. The person suing and those he/she seeks to represent, together are called the class or class members. A certified class action allows the Court to resolve the claims of all the class members who choose not to exclude themselves from the class. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class member is also covered by any settlement reached in the case. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

In this Lawsuit, Santos Hernandez, an employee of Alexander's Mobility Services, is the Class Representative or Named Plaintiff, and asserts claims on behalf of himself and the putative class. Alexander's Mobility Services is the Defendant. The Class Representative has reached a proposed class-wide Settlement with Alexander's Mobility Services, including a settlement of the PAGA claim. The Court has not made any rulings on whether the Lawsuit may proceed as a class action aside from the proposed class action Settlement.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former employees who worked at Alexander's Mobility Services in California, at any time from November 14, 2018, through **<<the date the Court grants preliminary approval of the Settlement>>**, and who do not opt out of the Lawsuit, are included in the proposed Settlement.

5. WHAT ARE THE TERMS OF THE SETTLEMENT?

The proposed Settlement will resolve all claims for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenditures; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unfair Business Practices; and (9) PAGA.

The proposed Settlement represents a compromise of highly disputed claims. Nothing in the proposed Settlement is intended to or will be construed as an admission by Alexander's Mobility Services that the claims in the Lawsuit have merit or that Alexander's Mobility Services has any liability to the Class Representative or to the Class Members on those claims. The Court has made no ruling on the merits of the Lawsuit.

The Parties have agreed to settle the case for a maximum of \$440,000.00 ("Gross Settlement Amount"). Under the terms of the proposed Settlement, the following payments have been agreed to: (1) attorneys' fees not to exceed \$146,652.00; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, not to exceed \$25,000.00; (3) a service payment to the Class Representative Santos Hernandez for services in the Lawsuit, in an amount not to exceed \$7,500.00; (4) settlement administration costs not to exceed \$7,750.00; and (5) \$15,000.00 will be paid to the California Labor and Workforce Development Agency ("LWDA") and \$5,000.00 to the PAGA Group Members representing the portion of the Gross Settlement Amount that is allocated as payment for civil penalties in connection with Plaintiff's PAGA claims alleged in this matter. The amount of money remaining after these payments, which is approximately \$233,098.00, is the amount that will be distributed to Class Members who do not opt-out of the proposed Settlement. The amount will be distributed based on the number of pay periods during which each Class Member worked in California from November 14, 2018, through **<<the date the Court grants preliminary approval of the Settlement>>**. This amount is known as the "Net Settlement Amount."

If the proposed Settlement is finally approved, the Settlement Administrator will determine each eligible Class Member's settlement payment by dividing the Net Settlement Amount by the total number of pay periods during which Class Members worked in California from November 14, 2018, through **<<the date the Court grants preliminary approval of the Settlement>>**, resulting in a dollar value per eligible pay period, and then multiplying this value to the number of pay periods each Class Member worked overtime or double-time in California during the same period. Class Members will be paid from the Net Settlement Amount. If you want to dispute the number of eligible pay periods identified on the first page of this Notice, you must inform the Settlement Administrator in

writing and provide supporting documents postmarked on or before [REDACTED]. The Settlement Administrator will make a final, non-appealable decision on the dispute as to the number of eligible wage statements after seeking input from counsel for the Parties.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the proposed Settlement is finally approved, the Court will enter a Final Order and Judgment.

Upon such Final Order and Judgment, you will release the following claims, and will be barred from prosecuting any and all such claims against Alexander's Mobility Services:

"Released Class Claims" means all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the Action or reasonably could have been asserted based on the facts alleged in the Action and arising during the Class Period of this Settlement, unaffected by any uncertainties and/or changes in the law, including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief under California Business & Professions Code § 17200, et seq., based on the following categories of allegations: failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, unlawful rounding and manipulation of time entries, failure to pay at regular rate, failure to pay rest period premiums, failure to pay meal period premiums, and failure to pay wages, including wages for off-the-clock work, and unfair business practices. It is the intent of this release to release all claims asserted in the Action and all claims that could have been asserted based upon the facts alleged in the Action, whether or not labelled as a claim or cause of action.

Further, if you meet the criteria of a PAGA Group Member, you will also release all claims for civil penalties or other remedies recoverable under Labor Code section 2698, *et seq.* (PAGA), which were pled in the First Amended Complaint and/or the LWDA Letter sent by Plaintiff, dated November 5, 2022. "PAGA Released Claims" means all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action arising from any and all claims that were asserted in the Action, the notices to the letter to the Labor & Workforce Development Agency (LWDA) and Defendant in the Actions, and all claims that could have been reasonably asserted based on the facts alleged in the Action, in the notices to the LWDA and Defendant, that arose during the PAGA Period of this Settlement against any of the Released Parties unaffected by any uncertainties and/or changes in the law, including statutory, constitutional or common law claims based on the following categories of allegations: all claims or theories of liability under PAGA (Lab. Code § 2698 et seq.) including premised upon the following theories: failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, unlawful rounding and manipulation of time entries, failure to pay at regular rate, failure to pay rest period premiums, failure to pay meal period premiums, and failure to pay wages, including wages for off-the-clock work.

"PAGA Group Members" are defined as all current and former California employees of Alexander's Mobility Services, from November 5, 2021 to <<the date the Court grants preliminary approval of the Settlement>>.

The Judgment will resolve the claims to the extent provided in the Settlement Agreement and will permanently bar all Class Members who do not opt out from prosecuting any and all such claims against Alexander's Mobility Services. You will remain bound by the Settlement, and you cannot sue, continue to sue or be a part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

The precise definitions of the capitalized terms in this Notice can be found in the First Amended Joint Stipulation of Class and Representative Action Settlement, which can be viewed online at the Settlement Administrator's website at <https://www.ilymgroup.com/sga> or on the Court's docket by going to <https://www.occourts.org/online-services/case-access/civil-case-access> and entering the Case Number for the Lawsuit, 30-2022-01291342-CU-OE-CXC. If you obtain documents through the Court's website, you will be required to pay for them. Alternatively, you can view the First Amended Joint Stipulation of Class and Representative Action Settlement in person at the Courthouse (Superior Court of California, County of Orange, located at 700 W. Civic Center Dr., Santa Ana CA 92701) during normal business hours.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the proposed Settlement. If the proposed Settlement is finally approved, the Settlement Administrator will mail out settlement payments pursuant to the schedule provided in the Settlement Agreement. Class Counsel has been appointed and approved by the Court to represent you for settlement purposes only.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that your settlement payment will be sent to the correct address. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion or opt out from the proposed Settlement. To do so, you must submit either (a) an Exclusion Form as included in this Class Notice packet or (b) a written Request for Exclusion to the Settlement Administrator at the following address: *Santos Hernandez v. Stanley G. Alexander, Inc., c/o ******. Requests for Exclusion must: (1) contain your name, address, telephone number, and the last four digits of your Social Security number; (2) clearly state that you do not wish to be included in the proposed Settlement; (3) be signed by you; (4) be returned to the Settlement Administrator by mail or fax, addressed to the Settlement Administrator at the specified address in Paragraph 17; and (4) be postmarked on or before **<<Response Deadline>>**.

If you timely request to be excluded from the proposed Settlement, you will not receive any payment under the Settlement and will not be bound by the Released Class Claims. Unless you timely request to be excluded from the proposed Settlement, you will be sent a settlement payment and you will be bound by the Judgment upon final approval of the Settlement, including the Released Class Claims described in this Notice. PAGA Group Members may not opt out of the PAGA Released Claims. Class Counsel will not represent your interests if you request to be excluded.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you do not request to be excluded, you may object to any of the terms of the proposed Settlement before the Final Approval Hearing in writing and/or in person at the Final Approval Hearing. If the Court rejects your objection and approves the proposed Settlement, you will still be bound by the terms of the Settlement, and you will also be sent a settlement payment.

To object in writing, you must submit (a) an Objection Form as included in this Class Notice packet or (b) a written Notice of Objection to the Settlement Administrator. The Notice of Objection must: (1) contain your name, address, dates of employment, and the last four digits of your Social Security number, (2) contain the case name and number; (3) be signed by you or your legal representative; and (4) be mailed or faxed to the Settlement Administrator at the specified address in Paragraph 17, postmarked no later than the **<<Response Deadline>>**; and (5) if you are represented by an attorney, contain the name and contain information of your attorney.

However, even if you do not submit a written objection via an Objection Form or a Notice of Objection, you may still appear at the Final Approval Hearing to raise an oral objection to the proposed Settlement.

10. WHAT IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The proposed Settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the Settlement whether or not they cash their settlement payment checks. Final approval of the proposed Settlement will bar any Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding the Released Class Claims and PAGA Released Claims against the Releasees during the period of November 14, 2018 through **<<the date the Court grants preliminary approval of the Settlement>>** and the period of November 5, 2021 through **<<the date the Court grants preliminary approval of the Settlement>>**, respectively.

11. WILL THE CLASS REPRESENTATIVE BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Santos Hernandez will request a service award of up to \$7,500.00 for his service as Class Representative and for his efforts in bringing the Lawsuit. The Court will make the final decision as to the amount to be paid to the Class Representative.

12. DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that the interests of the Class Representative and the Class Members for settlement purposes are represented by:

Kane Moon
Lilit Ter-Astvatsatryan
Linh Tran
MOON LAW GROUP, PC
1055 W. Seventh Street, Ste. 1880
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

(collectively, “Class Counsel”). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed \$146,652.00 for their attorneys’ fees and litigation costs not exceeding \$25,000.00. The actual amount awarded to Class Counsel will be determined by the Court.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the proposed Settlement and will hold a hearing to decide whether to give final approval to the proposed Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the proposed Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class Members; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to the Class Representative.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on ***, 2024 at ** a.m., in Department CX104 of the Superior Court for the State of California, County of Orange, which is located at 700 W. Civic Center Dr., Santa Ana CA 92701 (“Final Approval Hearing”). The Final Approval Hearing may be continued without further notice to the Class Members. If the Settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue, and no settlement payments will be made.

You may attend the Final Approval Hearing, but it is not necessary for you to appear in order to receive your share of the Settlement. You have the right to attend the Final Approval Hearing without counsel or to be represented by your own counsel at your own expense. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement. However, if you have requested exclusion from the proposed Settlement, you may not object or speak at the Final Approval Hearing. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time.

16. WILL I BE TAXED ON THE SETTLEMENT PAYMENT?

For tax purposes, each settlement payment made to Class Members under the proposed Settlement shall be allocated as follows: twenty percent (20%) to wages, subject to all applicable tax withholdings (the “wage portion”); forty percent (40%) as non-wage penalties, not subject to payroll tax withholdings; and forty percent (40%) as non-wage interest, not subject to payroll tax withholdings. An IRS Form W-2 will be issued to each Class Member for the wage portion of the settlement payment. An IRS Form 1099 will be issued for the portion of the settlement

payment that is allocated as non-wage penalties and interest. Neither of the Parties nor their respective counsel make any representations as to the taxability to any Class Members of any portions of the settlement payments or other consideration. Class Members who receive any settlement payment should consult their tax advisors concerning the tax consequences of the settlement payments they receive pursuant to the proposed Settlement.

17. HOW DO I GET MORE INFORMATION?

To obtain a copy of the First Amended Joint Stipulation of Class Action and PAGA Settlement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this proposed Settlement, go to the Settlement Administrator's website at <https://www.ilymgroup.com/sga> or access the Court's docket by going to <https://www.occourts.org/online-services/case-access/civil-case-access> and entering the Case Number for the Lawsuit, 30-2022-01291342-CU-OE-CXC. If you obtain documents through the Court's website, you will be required to pay for them. The notice of final judgment will also be posted on the Settlement Administrator's website at <https://www.ilymgroup.com/sga>. You may also contact the Clerk's Office at the Superior Court for the State of California, County of Orange during normal business hours. The Courthouse is located at 700 W. Civic Center Dr., Santa Ana CA 92701.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the *Hernandez v. Stanley G. Alexander, Inc.* Settlement.

Hernandez v. Stanley G. Alexander, Inc.
c/o *****

(877) *****

You may also contact the attorneys for the Class, whose names and contact information is listed above in Section 12.

18. WHAT IF MY INFORMATION CHANGES?

If this Notice was sent to the wrong address or if, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

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

CORTE SUPREMA DEL ESTADO DE CALIFORNIA, CONDADO DE ORANGE
Santos Hernandez contra Stanley G. Alexander, Inc., et al.
Caso No. 30-2022-01291342-CU-OE-CXC

AVISO DE PROPUESTA DE ACUERDO PARA DEMANDA COLECTIVA

ATENCIÓN: <<Contacto>>
<<Dirección>>
<<Ciudad, estado, código postal>>

SE ESTIMA QUE USTED RECIBIRÁ APROXIMADAMENTE <<Compensación individual estimada>>\$ A TRAVÉS DE ESTE ACUERDO DE DEMANDA COLECTIVA, BASÁNDONOS EN <<Semanas laborales compensables>> SEMANAS LABORALES ELEGIBLES (como se explica en la sección 5 abajo) Y APROXIMADAMENTE <<Pago estimado para los miembros del grupo PAGA>>\$ A TRAVÉS DE ESTA DEMANDA DE PAGA BASÁNDONOS EN <<Periodos de pago>> PERIODOS DE PAGO ELEGIBLES

Para: Todos los empleados actuales y pasados de California del Demandado, que trabajaron en Stanley G. Alexander, Inc. en California en cualquier momento desde el 14 de noviembre de 2018 hasta el <<fecha en la que la corte otorgue aprobación preliminar para el acuerdo de compensación>> (“Miembros del colectivo”).

POR FAVOR, LEA ESTE AVISO CUIDADOSAMENTE. SUS DERECHOS SE PUEDEN VER AFECTADOS. PUEDE QUE TENGA DERECHO A RECIBIR DINERO DE ESTA PROPUESTA DE ACUERDO.

PARA SER ELEGIBLE PARA RECIBIR SU PORCIÓN, NO TIENE QUE HACER NADA.

Este aviso fue aprobado por la corte. Esta no es una solicitud de un abogado.

1. ¿POR QUÉ RECIBÍ ESTE AVISO?

Usted recibió este aviso porque se ha logrado una propuesta de acuerdo (el “Acuerdo de compensación”) para el colectivo y el representante de la demanda llamada *Santos Hernandez contra Stanley G. Alexander, Inc., et al.*, actualmente pendiente en la Corte Suprema del Estado de California para el Condado de Orange, Caso No. 30-2022-01291342-CU-OE-CXC (la “Demanda”). Los registros muestran que usted es un miembro del colectivo para el acuerdo (“Miembro del colectivo”). Ya que el acuerdo propuesto afecta sus derechos legales como miembro del colectivo, la corte ordenó que se le envíe este aviso.

Este aviso le proporciona una descripción breve de la demanda, los términos generales del acuerdo propuesto, y sus derechos y obligaciones legales. Para obtener más información sobre el acuerdo, incluyendo información sobre cómo puede ver una copia del acuerdo de compensación, vea la sección 16 abajo.

2. ¿DE QUÉ SE TRATA ESTA DEMANDA?

El Demandante Santos Hernandez (“Representante del colectivo”) inició una demanda en contra de Stanley G. Alexander, Inc. (“Alexander’s Mobility Services”) el 14 de noviembre de 2022, alegando violaciones a las leyes salariales y de horarios de California, incluyendo: (1) Fallo al pagar salario mínimo; (2) Fallo al pagar compensación por tiempo extra; (3) Fallo al proporcionar periodos para comer; (4) Fallo al autorizar y permitir descansos; (5) Fallo al pagar gastos de negocios necesarios; (6) Fallo al pagar salarios finales de forma oportuna al terminar la relación laboral; (7) Fallo al proporcionar un recibo de nómina detallado y correcto; y (8) Prácticas injustas de negocios. Por estas supuestas violaciones, el representante del colectivo buscó compensación monetaria y penalidades estatutarias y civiles bajo el Código Laboral de California. El Demandante hizo una primera enmienda del reclamo el 22 de febrero de 2023 para incluir un reclamo por violaciones de la Ley del Procurador General Privado de 2004 (“PAGA”). El Demandante hizo una segunda enmienda del reclamo el 28 de marzo de 2024 para incluir reclamos adicionales bajo el Código Laboral de California y por violaciones de PAGA.

Alexander's Mobility Services niega los alegatos de la demanda y está preparado para defenderse de forma vigorosa. Al hacer este acuerdo de compensación, Alexander's Mobility Services no está admitiendo ninguna violación o responsabilidad al representante del colectivo o a los miembros del colectivo. La corte no ha dado ninguna sentencia sobre los méritos de la demanda.

3. ¿QUÉ ES UNA DEMANDA COLECTIVA?

En una demanda colectiva, una o más personas demandan en nombre de otras personas que pueden tener reclamos similares. La persona que demanda y aquellos a los que busca representar son llamados el colectivo o miembros del colectivo. Una demanda colectiva certificada le permite a la corte resolver los reclamos de todos los miembros del colectivo que elijan no excluirse a sí mismos del colectivo. Un miembro del colectivo está vinculado a la determinación o sentencia del caso, ya sea que el colectivo gane o pierda, y no puede iniciar su propia demanda con los mismos reclamos que se introdujeron en la demanda colectiva. Un miembro del colectivo también está cubierto por cualquier acuerdo al que se llegue en el caso. Una demanda colectiva le permite a una corte resolver todos los problemas en una demanda para todos los miembros del colectivo que elijan no excluirse a sí mismos del colectivo.

En esta demanda, Santos Hernandez, un empleado de Alexander's Mobility Services, es el representante del colectivo o el demandante, y asevera reclamos en nombre de sí mismo y del colectivo. Alexander's Mobility Services es el Demandado. El representante del colectivo a logrado una propuesta de acuerdo para todo el colectivo con Alexander's Mobility Services, incluyendo una compensación para el reclamo de PAGA. La corte no ha dado ninguna sentencia sobre si la demanda puede proceder como una demanda colectiva con el acuerdo de compensación propuesto.

4. ¿QUÉ ESTÁ INCLUIDO EN EL COLECTIVO DE COMPENSACIÓN?

Todos los empleados actuales y pasados que trabajaron en Alexander's Mobility Services in California, en cualquier momento entre el 14 de noviembre de 2018 <<la fecha en la que la corte otorgue la aprobación preliminar del acuerdo>>, y que no se excluyan de la demanda, se incluyen en la propuesta de acuerdo.

5. ¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO?

La propuesta de acuerdo de compensación resolverá todos los reclamos por (1) Fallo al pagar salarios mínimos; (2) Fallo al pagar la compensación por tiempo extra; (3) Fallo al proporcionar periodos para comer; (4) Fallo al autorizar y permitir descansos; (5) Fallo al pagar gastos necesarios de negocios; (6) Fallo al pagar el salario final de manera oportuna al terminar la relación laboral; (7) Fallo al proporcionar recibos de nómina detallados y correctos; (8) Prácticas injustas de negocios; y (9) PAGA.

La propuesta de acuerdo representa un compromiso sobre los reclamos que han sido altamente disputados. Nada en la propuesta de acuerdo tiene la intención de o será interpretado como la admisión por parte de Alexander's Mobility Services de que los reclamos de la demanda tengan méritos o de que Alexander's Mobility Services tenga alguna responsabilidad hacia el representante del colectivo o hacia los miembros del colectivo por esos reclamos. La corte no ha dado ninguna sentencia sobre los méritos de la demanda.

Las partes han llegado a un acuerdo por este caso de un máximo de 440.000,00 \$ ("Monto bruto de compensación"). Bajo los términos de la propuesta de acuerdo, se han acordado los siguientes pagos: (1) honorarios legales que no deberán exceder 146.652,00 \$; (2) todos los costos de litigación documentados por los abogados del colectivo, en montos establecidos por la corte, que no deberán exceder los 25.000,00 \$; (3) un pago por el servicio del representante del colectivo Santos Hernandez en esta demanda, por un monto que no deberá exceder los 7.500,00 \$; (4) los costos de administración del acuerdo que no deberán exceder los 7.750,00 \$; y (5) 15.000,00 \$ que serán pagados a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California ("LWDA") y 5.000,00 \$ para los miembros del grupo de PAGA, lo que representa la porción del monto bruto de compensación que se asigna al pago de penalidades civiles relacionadas con los reclamos de PAGA del demandante en este asunto. El monto restante después de estos pagos, que es aproximadamente \$233.098,00, es el monto que será distribuido entre los miembros del colectivo que no se excluyan de la propuesta de acuerdo. El monto será distribuido basándose en el número de periodos de pago durante el que cada miembros del colectivo haya trabajado en

California desde el 14 de noviembre de 2018 hasta el **<<fecha en la que la corte otorgue aprobación preliminar del acuerdo>>**. Este monto es conocido como “Monto neto de compensación.”

Si la propuesta de acuerdo es aprobada, el administrador del acuerdo determinará los pagos de compensación de cada miembro elegible del colectivo al dividir el monto neto de compensación entre el número total de periodos de pago durante los que cada miembro del colectivo haya trabajado en California del 14 de noviembre de 2018 hasta el **<<fecha en la que la corte otorgue aprobación preliminar del acuerdo>>**, resultando en un valor en dólares por periodo de pago elegible, y luego multiplicando este valor por el número de periodos de pago en los que cada miembro del colectivo haya trabajado tiempo extra o turnos dobles en California durante el mismo periodo. A los miembros del colectivo se les pagará del monto neto de compensación. Si quiere hacer una disputa por el número de periodos de pago elegibles mostrados en la primera página de este aviso, debe informarlo al administrador del acuerdo por escrito y proporcionar documentos de prueba en o antes del **[REDACTED]**. El administrador del acuerdo tomará una decisión final y no apelable sobre la disputa del número de recibos de pago elegibles después de recibir información de los abogados de las partes.

6. ¿CÓMO EL ACUERDO AFECTA MIS DERECHOS?

Si el acuerdo de compensación recibe aprobación final, la corte dará una orden y sentencia final.

Al darse esa orden y sentencia final, exonerará los siguientes reclamos, y tendrá prohibido iniciar acciones legales por cualquier y todos esos reclamos en contra de Alexander’s Mobility Services:

“Reclamos exonerados por el colectivo” son todos los reclamos, derechos, demandas, responsabilidades, daños, honorarios legales, costos y causas de cualquier acción legal que pueda ser de cualquier naturaleza o descripción que se originen de cualquiera y todos los reclamos que se muestran en la demanda o que razonablemente pudieran basarse en los hechos que se alegan en la demanda y que pasaran durante el periodo de la demanda colectiva, lo cual no se ve afectado por cualquier incertidumbre y/o cambios en la ley, incluyendo estatutos, leyes constitucionales y comunes para los reclamos de salarios, daños, costos no pagos, daños liquidados, penalidades, intereses, honorarios legales, costos de litigación, restitución, compensación con equidad u otras compensaciones bajo el Código de Negocios y Profesiones de California secciones 17200 y consecutivas, basándose en las siguientes categorías de alegatos: fallo al pagar salarios mínimos, fallo al pagar salarios por tiempo extra, fallos al proporcionar periodos para comer, fallos al autorizar y permitir descansos, fallos al pagar el salario final de forma oportuna después de terminar la relación laboral, fallo al proporcionar recibos de nómina detallados y correctos, fallos al pagarle a los empleados por viáticos, redondeo y manipulación ilegal de las horas de entrada, fallo al pagar una tasa regular, fallo al pagar las primas por los periodos de descanso, fallo al pagar las primas por los periodos para comer, y fallo al pagar salarios, incluyendo salarios por trabajo fuera de horas y prácticas injustas de negocios. La intención de esta exoneración es exonerarlos de todos los reclamos en esta demanda y todos los reclamos que se podrán hacer por los hechos que se alegan en la demanda, ya sea que se etiqueten como un reclamo o una causa de acción legal.

Además, si cumple los criterios para ser un miembro del grupo PAGA, también los exonerará de todos los reclamos por penalidades civiles u otros remedios recuperables bajo el Código laboral sección 2698 y subsecuentes (PAGA), las cuales se alegan en la primera enmienda del reclamo y/o en la carta a LWDA enviada por el demandante el 5 de noviembre de 2022. “Los reclamos exonerados de PAGA” son todos los reclamos, derechos, demandas, responsabilidades, daños, honorarios legales, costos y causas de acción legal que se originan de cualquier y todos los reclamos que se muestran en la demanda, y la carta a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo (LWDA) y al demandado de esta demanda, y todos los reclamos que se pudieran hacer razonablemente basándose en los hechos alegados en la demanda, en los avisos a la LWDA y al demandado, que se hayan dado durante el periodo de este acuerdo en contra de cualquiera de las partes exoneradas, esto no se ve afectado por las incertidumbres y/o cambios en la ley, incluyendo estatutos, leyes constitucionales o comunes basándose en las siguientes categorías de alegatos: : fallo al pagar salarios mínimos, fallo al pagar salarios por tiempo extra, fallos al proporcionar periodos para comer, fallos al autorizar y permitir descansos, fallos al pagar el salario final de forma oportuna después de terminar la relación laboral, fallo al proporcionar recibos de nómina detallados y correctos, fallos al pagarle a los empleados por viáticos, redondeo y manipulación ilegal de las horas de entrada, fallo al pagar una tasa regular, fallo al pagar las primas por los periodos de descanso, fallo al pagar las primas por los periodos para comer, y fallo al pagar salarios, incluyendo salarios por trabajo fuera de horas.

Los “miembros del grupo PAGA” se definen como todos los empleados de Alexander’s Mobility Services en California actuales o pasados desde el 5 de noviembre de 2021 hasta el **<<la fecha en la que la corte otorgue la aprobación preliminar para el acuerdo>>**.

La sentencia resolverá todos los reclamos según lo cubierto por el acuerdo de compensación y les prohibirá permanentemente a todos los miembros del colectivo que no se excluyan a sí mismo que tomen acciones legales por cualquier y todos esos reclamos en contra de Alexander's Mobility Services. Seguirá estando sujeto al acuerdo y no podrá demandar, seguir demandando o ser parte de cualquier otra demanda relacionada con los reclamos exonerados. También significa que todas las ordenes de la corte aplicarán a usted y le vincularán legalmente.

Las definiciones precisas de los términos utilizados en este aviso se pueden encontrar en la primera enmienda de la estipulación conjunta del acuerdo de compensación para el colectivo y el representante, que se pueden encontrar en línea en el sitio web del administrador del acuerdo en: <https://www.ilymgroup.com/sga> o en los documentos de la corte al ir a <https://www.occourts.org/online-services/case-access/civil-case-access> e ingresar el número de caso de la demanda: 30-2022-01291342-CU-OE-CXC. Si obtiene documentos a través del sitio web de la corte, tendrá que pagar por ellos. Alternativamente, puede ver la primera enmienda de la estipulación conjunta del acuerdo de compensación para el colectivo y el representante en persona en el tribunal (Corte Suprema de California, Condado de Orange, ubicado en 700 W. Civic Center Dr., Santa Ana CA 92701) durante las horas laborales normales.

7. ¿QUÉ TENGO QUE HACER PARA RECIBIR UN PAGO DE COMPENSACIÓN?

No tienes que hacer nada para participar en la propuesta de acuerdo. Si la propuesta de acuerdo recibe la aprobación final, el administrador del acuerdo le enviará los pagos de compensación de acuerdo con la agenda de pagos establecida en el acuerdo de compensación. Los abogados del colectivo han sido asignados y aprobados por la corte para representarlo solamente para los propósitos del acuerdo.

NOTA: Es su responsabilidad mantener una dirección actualizada en los registros del administrador del acuerdo para asegurar que su pago de compensación sea enviado a la dirección correcta. Si falla al mantener una dirección actualizada, puede que no reciba su pago de compensación.

8. ¿QUÉ PASA SI NO QUIERO PARTICIPAR EN ESTE ACUERDO?

Tiene derecho a solicitar su exclusión de la propuesta de acuerdo. Para hacer esto, debe enviar (a) un formulario de exclusión que se incluye en el paquete del aviso de demanda colectiva o (b) una solicitud escrita para que el administrador del acuerdo le excluya a la siguiente dirección: *Santos Hernandez contra Stanley G. Alexander, Inc.*, c/o *****. Las solicitudes de exclusión deben: (1) contener su nombre, dirección, número de teléfono, y los últimos cuatro dígitos de su número de la seguridad social; (2) declarar claramente que no desea ser incluido en la propuesta de acuerdo; (3) estar firmado por usted; (4) ser enviado al administrador por correo o fax, dirigido al administrador del acuerdo a la dirección especificada en el párrafo 17; y (4) tener fecha de o antes del <<Fecha límite para la respuesta>>.

Si solicita ser excluido del acuerdo de compensación de manera oportuna, no recibirá ningún pago bajo el acuerdo y no estará sujeto a la exoneración de los reclamos colectivos. A menos que solicite ser excluido de la propuesta de acuerdo de forma oportuna, se le enviará un pago de compensación y estará sujeto a la sentencia de aprobación final del acuerdo, incluyendo la exoneración de reclamos colectivos que se describe en este aviso. Los miembros del grupo PAGA no pueden excluirse de la exoneración de reclamos PAGA. Los abogados del colectivo no representarán sus intereses si solicita ser excluido.

9. ¿QUÉ PASA SI QUIERO HACER UNA OBJECCIÓN A ESTE ACUERDO?

Si no solicita ser excluido, puede hacer una objeción a cualquiera de los términos de la propuesta de acuerdo antes de la audiencia de aprobación final, la puede hacer en escrito y/o en persona en la audiencia de aprobación final. Si la corte rechaza su objeción y aprueba la propuesta de acuerdo, todavía estará sujeto a los términos del acuerdo y también se le enviará un pago de compensación.

Para hacer una objeción por escrito, debe enviar (a) un formulario de objeción que se incluye en el paquete del aviso de demanda colectiva o (b) un aviso escrito de objeción para el administrador del acuerdo. El aviso de objeción debe: (1) contener su nombre, dirección, fechas de empleo y los últimos cuatro dígitos de su número de la seguridad social, (2) contener el nombre y número del caso; (3) estar firmado por usted o por su representante legal; y (4) ser enviado por correo o fax al administrador del acuerdo a la dirección especificada en el párrafo 17, con fecha de antes del <<Fecha límite de respuesta>>; y (5) si está siendo representado por un abogado, contener el nombre y la información de su abogado.

Sin embargo, incluso si no envía una objeción escrita a través de un formulario de objeción o de un aviso de objeción, todavía puede asistir a la audiencia de aprobación final para hacer una objeción oral a la propuesta de acuerdo.

10. ¿QUÉ PASA SI NO ME QUIERO EXCLUIR DE ESTE ACUERDO?

La propuesta de acuerdo, si recibe la aprobación final de la corte, vinculará a todos los miembros del colectivo que no soliciten ser excluidos del acuerdo de compensación, ya sea que cobren sus cheques de pagos de compensación o no. La aprobación final de la propuesta de acuerdo le prohibirá a los miembros del colectivo que no hayan solicitado ser excluidos del acuerdo que inicien demandas o procesos legales relacionados a los reclamos colectivos y reclamos de PAGA exonerados en contra de los demandados durante el periodo del 14 de noviembre de 2018 hasta el <<la fecha en la que la corte otorgue la aprobación preliminar del acuerdo>> y el periodo del 5 de noviembre de 2021 hasta <<la fecha en la que la corte otorgue la aprobación preliminar del acuerdo>>, respectivamente.

11. ¿EL REPRESENTANTE DEL COLECTIVO SERÁ COMPENSADO POR INICIAR ESTA DEMANDA?

Santos Hernandez recibirá una compensación por sus servicios como representante del colectivo de hasta 7.500,00 \$ y por sus esfuerzos para que se realizara la demanda. La corte tomará la decisión final sobre el monto que se le pagará al representante del colectivo.

12. ¿TENGO UN ABOGADO EN ESTE CASO?

La corte ha ordenado que los intereses del representante del colectivo y de los miembros del colectivo para los propósitos del acuerdo sean representados por:

Kate Moon
Lilit Ter-Astvatsatryan
Linh Tran
MOON LAW GROUP, PC
1055 W. Seventh Street, Ste. 1880
Los Ángeles, CA 90017
Teléfono: (213) 232-3128
Fax: (213) 232-3125

(colectivamente, “los abogados del colectivo”). Los miembros del colectivo no tendrán que pagar por separado por estos abogados. Si quiere ser representado por su propio abogado, puede contratar por su cuenta.

13. ¿CÓMO SE LE PAGARÁ A LOS ABOGADOS?

Los abogados del colectivo le solicitarán a la corte un monto que no exceda los 146.652,00 \$ para sus honorarios legales y costos de litigación que no excedan los 25.000,00 \$. El monto que se le otorgará a los abogados del colectivo será determinado por la corte.

14. ¿QUÉ ES LA AUDIENCIA DE APROBACIÓN FINAL?

La corte ha aprobado preliminarmente la propuesta de acuerdo y tendrá una audiencia para decidir si va a dar la aprobación final a la propuesta de acuerdo. El propósito de la audiencia de aprobación final será que la corte determine si la propuesta de acuerdo será aprobada como justa, razonable, adecuada y alineada con los intereses de los miembros del colectivo; para considerar la compensación de los honorarios legales y los gastos de los abogados del colectivo; y para considerar la solicitud de compensación por el servicio del representante del colectivo.

15. ¿DÓNDE Y CUÁNDO SERÁ LA AUDIENCIA DE APROBACIÓN FINAL?

La corte tendrá la audiencia de aprobación final el *** de 2024 a las ** a.m., en el departamento CX104 en la Corte Suprema de Estado de California, Condado de Orange, que se ubica en 700 W. Civic Center Dr., Santa Ana

CA 92701 (“Audencia de aprobaci3n final”). La audencia de aprobaci3n final puede llevarse a cabo sin darle otro aviso a los miembros del colectivo. Si el acuerdo no es aprobado por la corte o no es el acuerdo final por alguna raz3n, la demanda puede continuar, y no se dar3 pagos de compensaci3n.

Puede asistir a la audencia de aprobaci3n final, pero no es necesario que usted asista para recibir su porci3n del acuerdo. Tiene derecho a asistir a la audencia de aprobaci3n final sin un abogado o a ser representado por su propio abogado. En la audencia, la corte escuchar3 cualquier objecci3n y argumento relacionado a la propuesta de acuerdo. Sin embargo, si ha solicitado ser excluido de la propuesta de acuerdo, no puede hacer objecciones o hablar en la audencia de aprobaci3n final. Si planea asistir a la audencia de aprobaci3n final, puede contactar a los abogados del colectivo para confirmar la fecha y la hora.

16. ¿TENDRÉ QUE PAGAR IMPUESTOS POR LOS PAGOS DE COMPENSACIÓN?

Para prop3sitos fiscales, cada pago de compensaci3n que se le otorgue a un miembro del colectivo bajo la propuesta de acuerdo deber3n ser asignados de la siguiente manera: veinte por ciento (20%) como salario, sujeto a todas las retenciones de impuestos aplicables (la “porci3n salarial”); cuarenta por ciento (40%) como penalidades no-salariales, no sujetas a retenciones de impuestos sobre la renta; y cuarenta por ciento (40%) como intereses no salariales, no sujetos a retenciones de impuestos sobre la renta. Se le enviar3 un formulario W-2 a cada miembro del colectivo para la porci3n salarial del pago de compensaci3n. Se enviar3 un formulario 1099 para la porci3n del pago de compensaci3n que se ha asignado como penalidades e intereses no salariales. Ninguna de las partes ni sus abogados respectivos hacen representaciones relacionados a los impuestos de cualquier miembro de colectivo, de cualquier porci3n de los pagos de compensaci3n o de cualquier consideraci3n. Los miembros del colectivo que reciban cualquier pago de compensaci3n deben consultar con sus asesores fiscales sobre las consecuencias en cuanto a impuestos de los pagos de compensaci3n que reciban por la propuesta de acuerdo.

17. ¿C3MO OBTENGO M3S INFORMACI3N?

Para obtener una copia de la primera enmienda de la estipulaci3n conjunta de la demanda colectiva y el acuerdo de PAGA (que define los t3rminos utilizados en este aviso y proporciona un resumen breve de lo que ha pasado en la demanda), la queja operativa que se introdujo en la demanda, y otros documentos relacionados con la demanda y esta propuesta de acuerdo, vaya al sitio web del administrador del acuerdo en <https://www.ilymgroup.com/sga> o acceda a los documentos de la corte al acceder a <https://www.occourts.org/online-services/case-access/civil-case-access> e introducir el n3mero de caso de la demanda, 30-2022-01291342-CU-OE-CXC. Si obtiene los documentos a trav3s del sitio web de la corte, se le pedir3 que pague por ellos. El aviso de la sentencia final tambi3n se publicar3 en el sitio web del administrador del acuerdo en <https://www.ilymgroup.com/sga>. Tambi3n puede contactar a un secretario de la oficina de la Corte Suprema del Estado de California, Condado de Orange durante horas laborales regulares. El tribunal se encuentra en 700 W. Civic Center Dr., Santa Ana CA 92701.

SI NECESITA M3S INFORMACI3N O TIENE CUALQUIER DUDA, puede contactar al administrador del acuerdo en la direcci3n y n3mero de tel3fono que aparecen abajo, sin cargos. Por favor, indique que quiere saber sobre el acuerdo de *Hernandez contra Stanley G. Alexander, Inc.*

Hernandez contra Stanley G. Alexander, Inc.

c/o *****

(877) *****

Tambi3n puede contactar a los abogados del colectivo, cuyos nombres e informaci3n de contacto aparece en la secci3n 12.

18. ¿QUÉ PASA SI MI INFORMACI3N CAMBIA?

Si este aviso fue enviado a la dirección equivocada o si, después de recibir este aviso, cambia su dirección postal o número de teléfono, es su responsabilidad informarle al administrador del acuerdo sobre su información actualizada.

**NO HAGA PREGUNTAS SOBRE EL ACUERDO O LA LITIGACIÓN AL SECRETARIO DE LA
CORTE O AL JUEZ**

Exhibit 2

**[COMPLETE THIS FORM ONLY IF YOU
CHOOSE NOT TO
PARTICIPATE IN THIS SETTLEMENT AND
CHOOSE NOT TO RECEIVE A SETTLEMENT SHARE]**

“EXCLUSION FORM”

SANTOS HERNANDEZ V. STANLEY G. ALEXANDER, INC., ET AL.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01291342-CU-OE-CXC

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND FAX OR MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **[+60 DAYS FROM MAILING]**, ADDRESSED TO THE SETTLEMENT ADMINISTRATOR AS FOLLOWS:

INSERT ADMINISTRATOR INFO

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBERS: Home: _____ Work: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING
THIS FORM POSTMARKED ON OR BEFORE **[DATE]**.**

I [insert your name] _____ wish to be excluded from the Settlement Class in the case of *Santos Hernandez v. Stanley G. Alexander, Inc., et al., Orange County Superior Court, Case No. 30-2022-01291342-CU-OE-CXC*.

I understand I will not receive money from the proposed class action settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Class Notice that was sent to me along with this Exclusion Form. I understand that by signing this form, I voluntarily choose to exclude myself from the proposed settlement of this class action. **I understand that by excluding myself, I may not accept any money allocated for me in the proposed settlement and may not object to the settlement.** On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately.

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

Signed: _____ Date: _____

Print Name: _____ Last four digits of Social Security Number _____

**[RELLENE ESTE FORMULARIO SOLO SI
ELIJE NO PARTICIPAR
EN ESTE ACUERDO DE COMPENSACIÓN Y
ELIJE NO RECIBIR UNA PORCIÓN DE LA COMPENSACIÓN]**

“FORMULARIO DE EXCLUSIÓN”

SANTOS HERNANDEZ CONTRA STANLEY G. ALEXANDER, INC., ET AL.
CORTE SUPREMA DEL CONDADO DE ORANGE, CASO NO. 30-2022-01291342-CU-OE-CXC

INSTRUCCIONES: PARA EXCLUIRSE DEL ACUERDO, DEBE RELLENAR, FIRMAR Y ENVIAR POR FAX O CORREO ESTE FORMULARIO A TRAVÉS DE CORREO DE PRIMERA CLASE DE LOS ESTADOS UNIDOS O SU EQUIVALENTE, CON LOS GASTOS POSTALES PAGOS, CON FECHA DE O ANTES DEL **[+60 DÍAS DESPUÉS DEL ENVÍO]**, ENVIADO AL SIGUIENTE ADMINISTRADOR DEL ACUERDO

INSERTE LA INFORMACIÓN DEL ADMINISTRADOR AQUÍ

Por favor, llene toda la siguiente información (típee o en letra de imprenta):

NOMBRE (Primer nombre, segundo nombre, apellido): _____
DIRECCIÓN DE DOMICILIO: _____
CIUDAD, ESTADO, CÓDIGO POSTAL: _____
NÚMEROS DE TELÉFONO: Hogar: _____ Trabajo: _____

**SE RECOMIENDA QUE GUARDE UNA PRUEBA DE QUE ENVIÓ ESTE FORMULARIO EN O
ANTES DE **[FECHA]**.**

Yo [inserte su nombre] _____ deseo ser excluido del acuerdo de compensación colectivo en el caso *Santos Hernandez contra Stanley G. Alexander, Inc., et al., Corte Suprema del Condado de Orange, Caso No. 30-2022-01291342-CU-OE-CXC.*

Entiendo que no recibiré dinero del acuerdo propuesto para la demanda colectiva.

También verifico que lo siguiente es verdad: Mi nombre, dirección y otra información de contacto se muestran correctamente arriba. Recibí y tuve la oportunidad de leer la notificación de la demanda colectiva que se me envió, junto con este formulario de exclusión. Entiendo que, al firmar este formulario, elijo voluntariamente excluirme a mí mismo del acuerdo propuesto para esta demanda colectiva. **Entiendo que, al excluirme a mí mismo, no puedo aceptar el dinero que me sea asignado en el acuerdo propuesto y no puedo hacer objeciones al acuerdo.** Por el otro lado, también entiendo que si deseo hacer algún reclamo relacionado a los establecidos en esta demanda de forma individual, debo hacerlo de forma separada.

Declaro bajo la penalidad de perjurio bajo las leyes del Estado de California que lo anterior es verdadero y correcto.

Firma: _____ Fecha: _____

Nombre: _____ Últimos cuatro dígitos de su número de la Seguridad Social _____

Exhibit 3

[COMPLETE THIS FORM ONLY IF YOU CHOOSE TO OBJECT TO THE SETTLEMENT.]

“OBJECTION FORM”

SANTOS HERNANDEZ V. STANLEY G. ALEXANDER, INC., ET AL.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01291342-CU-OE-CXC

INSTRUCTIONS: TO OBJECT TO THE SETTLEMENT IN WRITING, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **[+60 DAYS FROM MAILING]**, ADDRESSED TO THE SETTLEMENT ADMINISTRATOR AS FOLLOWS:

INSERT ADMINISTRATOR INFO

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBERS: Home: _____ Work: _____

If applicable, the contact information for my legal counsel is as follows:

NAME (First, Middle, Last): _____
FIRM: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBERS: Office: _____ Fax: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING
THIS FORM POSTMARKED ON OR BEFORE **[DATE]**.**

I [insert your name] _____ wish to object to the Settlement in the case of *Santos Hernandez v. Stanley G. Alexander, Inc., et al., Orange County Superior Court, Case No. 30-2022-01291342-CU-OE-CXC.*

I object to the settlement on the following grounds (attach additional pages if necessary):

Last four digits of Social Security Number _____

[RELLENE ESTE FORMULARIO SOLO SI ELIJE HACER UNA OBJECCIÓN AL ACUERDO DE COMPENSACIÓN.]

“FORMULARIO DE OBJECCIÓN”

SANTOS HERNANDEZ CONTRA STANLEY G. ALEXANDER, INC., ET AL.
CORTE SUPREMA DEL CONDADO DE ORANGE, CASO NO. 30-2022-01291342-CU-OE-CXC

INSTRUCCIONES: PARA HACER UNA OBJECCIÓN POR ESCRITO A ESTE ACUERDO, USTED DEBE RELLENAR, FIRMA Y ENVIAR POR CORREO ESTE FORMULARIO A TRAVÉS DEL CORREO DE PRIMERA CLASE DE LOS ESTADOS UNIDOS O UN EQUIVALENTE, CON EL COSTE DE ENVÍO PAGADO, CON FECHA DE O ANTES DEL **[+60 DÍAS DESPUÉS DEL ENVÍO]**, DIRIGIDO AL SIGUIENTE ADMINISTRADOR DEL ACUERDO:

INSERTE INFORMACIÓN DEL ADMINISTRADOR

Por favor, rellene toda la siguiente información (típee o en letra de imprenta):

NOMBRE (Primer nombre, segundo nombre, apellido): _____
DIRECCIÓN DE DOMICILIO: _____
CIUDAD, ESTADO, CÓDIGO POSTAL: _____
NÚMEROS DE TELÉFONO: Hogar: _____ Trabajo: _____

Si aplica, la información de contacto de mi abogado es la siguiente:

NOMBRE (Primer nombre, segundo nombre, apellido): _____
FIRMA: _____
DIRECCIÓN DE DOMICILIO: _____
CIUDAD, ESTADO, CÓDIGO POSTAL: _____
NÚMEROS DE TELÉFONO: Oficina: _____ Fax: _____

SE RECOMIENDA QUE GUARDE PRUEBA DE HABER ENVIADO ESTE FORMULARIO EN O ANTES DEL **[FECHA].**

Yo [inserte su nombre] _____ deseo hacer una objeción al acuerdo de compensación en el caso de *Santos Hernandez contra Stanley G. Alexander, Inc., et al., Corte Suprema del Condado de Orange, Caso No. 30-2022-01291342-CU-OE-CXC.*

Hago una objeción al acuerdo por los siguientes fundamentos (adjunte páginas adicionales en caso de ser necesario):

Firma: _____ Fecha: _____

Nombre: _____ Últimos cuatro dígitos de su número de la Seguridad Social _____